

AN ORDINANCE AMENDING CHAPTER 111
OF THE CITY OF FORT WAYNE, INDIANA,
CODE OF ORDINANCES, ENTITLED "CABLE
COMMUNICATIONS SYSTEM" BY DELETING
THE ENTIRE CHAPTER'S CONTENTS AND
REPLACING THEM WITH "CABLE
TELEVISION REGULATIONS."

WHEREAS, the City of Fort Wayne, Indiana,
pursuant to applicable Federal and State law, is
authorized to grant one or more nonexclusive Franchises
to construct, operate, maintain and reconstruct Cable
Television systems within the City limits; and

WHEREAS, the Common Council of the City of
Fort Wayne, Indiana, finds that the development of
Cable Television systems has the potential of having
great benefit and impact upon the citizens of Fort
Wayne; and

WHEREAS, the Common Council further finds
~~that the public convenience, safety and general welfare~~
can best be served by establishing regulatory powers
which should be vested in the City government or such
persons as the City shall designate.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 111 of the City of
Fort Wayne, Indiana, Code of Ordinances, be amended in
total, as follows;

CHAPTER 111: CABLE TELEVISION REGULATIONS

SECTION

111.01. INTENT

111.02. DEFINITIONS

111.03. FRANCHISE TO INSTALL AND OPERATE

111.04. FRANCHISE REQUIRED

111.05. TERM OF THE FRANCHISE

- 111.06. FRANCHISE TERRITORY
- 111.07. FEDERAL, STATE AND CITY JURISDICTION
- 111.08. FRANCHISE NON-TRANSFERABLE
- 111.09. PURCHASE BY CITY UPON EXPIRATION OR
REVOCATION
- 111.10. GEOGRAPHICAL COVERAGE
- 111.11. NONEXCLUSIVE FRANCHISE
- 111.12. MULTIPLE FRANCHISES
- 111.13. INITIAL FRANCHISE APPLICATIONS
- 111.14. CONSIDERATION OF INITIAL APPLICATIONS
- 111.15. FRANCHISE RENEWAL
- 111.16. CONSUMER PROTECTION AND SERVICE STANDARDS
- 111.17. RATE REGULATION
- 111.18. FRANCHISE FEE
- 111.19. DESIGN AND CONSTRUCTION REQUIREMENTS
- 111.20. TECHNICAL STANDARDS
- 111.21. TRIMMING OF TREES
- 111.22. USE OF GRANTEE FACILITIES
- 111.23. HOLD HARMLESS
- 111.24. INSURANCE
- 111.25. RECORDS REQUIRED AND GRANTOR'S RIGHT TO
INSPECT
- 111.26. ANNUAL REPORTS
- 111.27. FRANCHISE VIOLATION
- 111.28. FORCE MAJEURE: GRANTEE'S INABILITY TO
PERFORM
- 111.29. ABANDONMENT OR REMOVAL OF FRANCHISE
PROPERTY
- 111.30. EXTENDED OPERATION AND CONTINUITY OF
SERVICES
- 111.31. RECEIVERSHIP AND FORECLOSURE
- 111.32. RIGHTS RESERVED TO GRANTOR
- 111.33. RIGHTS OF INDIVIDUALS
- 111.34. CONFLICTS
- 111.35. SEPARABILITY

SECTION 111.01. INTENT.

a. The City of Fort Wayne, pursuant to applicable Federal and State law, is authorized to grant one or more nonexclusive Franchises to construct, operate, maintain and reconstruct Cable Television Systems within the City limits.

b. The City Council finds that the development of Cable Television Systems has the potential of having great benefit and impact upon the residents of Fort Wayne. Because of the complex and rapidly changing technology associated with cable television, the City Council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City or such Persons as the City shall designate. It is the intent of this Chapter and subsequent amendments to provide for and specify the means to attain the best possible cable television service to the public and any Franchises issued pursuant to this Chapter shall be deemed to include this finding as an integral part thereof.

SECTION 111.02. DEFINITIONS.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 111.02. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

a. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.

b. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and as may, from time to time, be amended.

c. "Cable Television System", "System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

2. A facility that serves only Subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any public rights-of-way;

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of

47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System to the extent such facility whether on a common carrier basis or otherwise is used in the transmission of video programming directly to Subscribers; or

4. Any facilities of any electric utility used solely for operating its electric utility System.

d. "Cable Service" means:

1. The one-way transmission to Subscribers of video programming or other programming service; and

2. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

e. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

f. "Council" means the City Council of the City of Fort Wayne.

g. "Franchise" means an initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

h. "Franchise Agreement" means a Franchise granted pursuant to this Chapter, containing the specific provisions of the Franchise granted, including references, specifications, requirements and other related matters.

i. "Franchise Fee" means any tax, fee or assessment of any kind imposed by the City or other governmental entity on a Grantee or cable Subscriber, or both, solely because of their status as such. The term "Franchise Fee" does not include: (i) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise Agreement to be incurred by the cable operator for public, educational, or governmental Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

j. "Grantee" means any Person receiving a Franchise pursuant to this Chapter and its agents, employees, officers, designees, or any lawful successor, transferee or assignee.

k. "Grantor" or "City" means the City of Fort Wayne, as represented by the Council or any delegate acting within the scope of its jurisdiction.

1. "Gross Annual Revenues" means all revenues derived directly or indirectly by the Grantee or any Person in which the Grantee has a financial interest from or in connection with the operation of the System pursuant to a Franchise granted hereunder, except it shall not include bad debt, sales tax or other taxes or charges imposed on Grantee in addition to its Franchise obligations and collected for direct pass-through to State or federal government.

m. "Initial Service Area" means the area of the City which will receive Cable Service initially, as set forth in any Franchise Agreement.

n. "Installation" means the connection of the System to Subscribers' terminals, and the provision of Cable Service.

o. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

p. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

q. "Person" means any natural Person or any association, firm, individual, partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

r. "Public, Educational or Government Access Facilities" or "PEG Access Facilities" means:

1. Channel capacity designated for public, educational, or governmental use; and

2. Facilities and equipment for the use of such Channel capacity.

s. "Section" means any Section, subsection, or provision of this Chapter.

t. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise specified in the Franchise Agreement.

u. "Service Interruption" means the loss of picture or sound on one or more Cable Channels affecting at least 10 (ten) percent % of the subscribers on the System.

v. "State" means the State of Indiana.

w. "Street" means each of the following which have been dedicated to the public or are hereafter

dedicated to the public and maintained under public authority or by others and located within the City limits: Streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas that the Grantor shall permit to be included within the definition of Street from time to time.

x. "Subscriber" means any Person who or which lawfully elects to subscribe to, for any purpose, a service provided by the Grantee by means of or in connection with the Cable System and who pays the charges therefore, except such Persons or entities authorized to receive a service without charge as described in the Franchise Agreement.

SECTION 111.03. FRANCHISE TO INSTALL AND OPERATE.

A Franchise granted by the City under the provisions of this Chapter shall encompass the following purposes:

a. To engage in the business of providing Cable Service, and such other services as may be permitted by the Franchise Agreement.

b. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of a Cable System in, on, over, under, upon, along and across Streets or other public places within the designated Service Area.

c. To maintain and operate said Franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals for the delivery of Cable Services and any other services permitted by the Franchise Agreement.

d. To set forth the obligations of a Grantee under the Franchise Agreement.

SECTION 111.04. FRANCHISE REQUIRED.

It shall be unlawful for any Person to construct, install or operate a Cable Television System in the City within any Street without a properly granted Franchise awarded pursuant to the provisions of this Chapter.

SECTION 111.05. TERM OF THE FRANCHISE.

a. A Franchise granted hereunder shall be for a term established in the Franchise Agreement, commencing on the Grantor's adoption of an ordinance or resolution authorizing the Franchise.

b. A Franchise granted hereunder may be renewed upon application by the Grantee pursuant to the provisions of applicable State and Federal law and of this Chapter.

SECTION 111.06. FRANCHISE TERRITORY.

Any Franchise shall be valid within all the territorial limits of the City, and within any area added to the City during the term of the Franchise, unless otherwise specified in the Franchise Agreement.

SECTION 111.07. FEDERAL, STATE AND CITY JURISDICTION.

a. This Chapter shall be construed in a manner consistent with all applicable Federal and State laws.

b. In the event that the State or Federal government discontinues preemption in any area of cable communications over which it currently exercises jurisdiction in such manner as to expand rather than limit municipal regulatory authority, Grantor may, if it so elects, adopt rules and regulations in these areas to the extent permitted by law.

c. This Chapter shall apply to all Franchises granted or renewed after the effective date of this Chapter. It shall further apply to the extent permitted by applicable Federal or State law to all existing Franchises granted prior to the effective date of this Chapter.

d. Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power.

e. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Chapter or any Franchise granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

f. This Chapter and any Franchise granted pursuant to this Chapter shall be construed and enforced in accordance with the substantive laws of the State of Indiana.

SECTION 111.08. FRANCHISE NON-TRANSFERABLE.

a. Grantee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior consent of the Council which consent shall not be unreasonably denied or delayed and shall be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under the Franchise Agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Franchise and/or Cable System without the consent of the Council shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a

corporation, partnership or other entity controlling, controlled by or under common control with Grantee.

b. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this Section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in Grantee; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee so as to create a new controlling interest in Grantee; and (iv) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee and/or the System. The term "Controlling Interest" as used herein means majority equity ownership of the Grantee.

c. Except as provided below, no Grantee may sell or otherwise transfer ownership in a Franchise and/or Cable System within a 36-month period following either the acquisition or initial construction of said System by Grantee. In the case of a sale of multiple Systems, if the terms of the sale require the buyer to subsequently transfer ownership of one or more such Systems to one or more third parties, such transfer shall be considered a part of the initial transaction. The above-described 36-month holding period shall not apply to: (1) any transfer of ownership interest in any Franchise and/or Cable System which is not subject to federal income tax liability; (2) any sale required by operation of any law or any act of any agency, any State or political subdivision or the City; or (3) any sale, assignment, or transfer, to one or more purchasers, assignees, or transferees controlled by, controlling, or under common control with, the seller, assignor, or transferor.

d. In the case of any sale or transfer of ownership of any Franchise and/or Cable System after the 36-month period following acquisition of such System, the City shall have 111 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Chapter and such other reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within 111 days from receipt by the City of all required information, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

e. Grantee shall notify Grantor in writing of any foreclosure or any other judicial sale of all or a substantial part of the Franchise property of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notification shall be considered by Grantor as notice that a change in control of ownership of the Franchise has taken place and the provisions under this Section governing the consent of Grantor to such change in control of ownership shall apply.

f. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist Grantor in any such inquiry. In seeking Grantor's consent to any change of ownership or control, Grantee shall have the responsibility of insuring that the transferee completes an application in form and substance reasonably satisfactory to Grantor, which application shall include the information required under State and federal law as well as under Subsections a. through h. of Section 1.13 of this Chapter. An application, acceptable to the City, shall be submitted to Grantor not less than ninety (90) days prior to the date of transfer. The transferee shall be required to establish that it possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder of the term of the Franchise. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the Grantor finds that such transfer is acceptable, the Grantor shall transfer and assign the rights and obligations of such Franchise. The consent of the Grantor to such transfer shall not be unreasonably denied.

g. Any financial institution having a pledge of the Grantee or its assets for the advancement of money for the construction and/or operation of the Franchise shall have the right to notify the Grantor that it or its designee satisfactory to the Grantor shall take control of and operate the Cable Television System, in the event of a Grantee default in its financial obligations. Further, said financial institution shall also submit a plan for such operation within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution exercises control over the System. The financial institution shall not exercise control over the System for a period exceeding one (1) year unless extended by the Grantor in its discretion and during said period of time it shall have the right to petition the Grantor to transfer the Franchise to another Grantee.

SECTION 111.09. PURCHASE BY CITY UPON EXPIRATION OR REVOCATION.

a. If, subject to the provisions of the Cable Act, a renewal of a Franchise is denied, the City may purchase to the extent permitted by local law and upon payment to the Grantee of the Cable Systems' fair market value as a going concern, exclusive of any value allocated to the Franchise itself, that portion of Grantee's Cable System serving the City of Fort Wayne.

b. Subject to the Cable Act, if a Franchise is revoked for cause, the City may, to the extent permitted by local law, acquire that portion of the Cable System serving the City of Fort Wayne upon payment of an equitable price.

SECTION 111.10. GEOGRAPHICAL COVERAGE.

a. Grantee shall design, construct and maintain the Cable Television System to have the capability to

pass every dwelling unit in the Service Area, subject to any line extension requirements of the Franchise Agreement.

b. After service has been established by activating trunk and/or distribution cables for any part of the Service Area, Grantee shall provide Cable Service to any requesting Subscriber within that Service Area within thirty (30) days from the date of request, provided that the Grantee is able to secure all rights-of-way necessary to extend service to such Subscriber within such thirty (30) day period on reasonable terms and conditions.

SECTION 111.11. NONEXCLUSIVE FRANCHISE.

Any Franchise granted shall be nonexclusive. The Grantor specifically reserves the right to grant, at any time, such additional Franchises for a Cable Television System or any component thereof, as it deems appropriate, subject to applicable State and Federal law, provided, however, that no Franchise shall be granted on terms materially less burdensome or more favorable than any other Franchise granted hereunder.

SECTION 111.12. MULTIPLE FRANCHISES.

a. Grantor may grant one or more Franchises for a Service Area. Grantor may, in its sole discretion, limit the number of Franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations; such as:

1. The capacity of the public rights-of-way to accommodate multiple coaxial cables in addition to the cables, conduits and pipes of the utility Systems, such as electrical power, telephone, gas and sewerage.

2. The impact on the community of having multiple Franchises.

3. The disadvantages that may result from Cable System competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the rights-of-way.

4. The financial capabilities of the applicant and its guaranteed commitment to make necessary investment to erect, maintain and operate the proposed System for the duration of the Franchise term.

b. Each Grantee awarded a Franchise to serve the entire City shall offer service to all residences in the City, in accordance with construction and service schedules mutually agreed upon between Grantor and Grantee, and consistent with applicable law.

c. Developers of new residential housing with underground utilities shall provide conduit to accommodate cables for at least two (2) Cable Systems in accordance with the provisions of Section 1.19.d.

d. Grantor may require that any new Grantee be responsible for its own underground trenching and the

costs associated therewith, if, in Grantor's opinion, the rights-of-way in any particular area cannot feasibly and reasonably accommodate additional cables.

e. Any additional Franchise granted by the City to provide Cable Service in a part of the City in which a Franchise has already been granted and where an existing Grantee is providing service shall require the new Grantee to provide service throughout its Service Area within a reasonable time and in a sequence which does not discriminate against lower income residents.

SECTION 111.13. INITIAL FRANCHISE APPLICATIONS.

Any Person desiring an initial Franchise for a Cable Television System shall file an application with the City. A reasonable nonrefundable application fee established by the City shall accompany the application or renewal application. Such application fee shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), and such payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement, or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement.

An application for an initial Franchise for a Cable Television System shall contain, where applicable:

a. A statement as to the proposed Franchise and Service Area.

b. Resume of prior history of applicant, including the legal, technical and financial expertise of applicant in the cable television field.

c. List of the partners, general and limited, of the applicant, if a partnership, or the percentage of stock owned or controlled by each shareholder, if a corporation.

d. List of officers, directors and managing employees of applicant, together with a description of the background of each such Person;

e. The names and addresses of any parent or subsidiary of applicant or any other business entity owning or controlling applicant in whole or in part, or owned or controlled in whole or in part by applicant;

f. A current financial statement of applicant verified by a CPA audit or otherwise certified to be true, complete and correct to the reasonable satisfaction of the City;

g. Proposed construction and service schedule.

h. Any additional information that the City deems applicable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

SECTION 111.14. CONSIDERATION OF INITIAL APPLICATIONS.

a. Upon receipt of any application for an initial Franchise, the Mayor shall prepare a report and make his recommendations respecting such application to the City Council.

b. A public hearing shall be set prior to any initial Franchise grant, at a time and date approved by the Council. Within thirty (30) days after the close of the hearing, the Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions. The Council may grant one (1) or more initial Franchises, or may decline to grant any Franchise.

SECTION 111.15. FRANCHISE RENEWAL.

Franchise renewals shall be in accordance with applicable law including, but not necessarily limited to, the Cable Communications Policy Act of 1984, as amended. Grantor and Grantee, by mutual consent, may enter into renewal negotiations at any time during the term of the Franchise.

SECTION 111.16. CONSUMER PROTECTION AND SERVICE STANDARDS.

a. Except as otherwise provided in the Franchise Agreement, Grantee shall maintain a local office or offices to provide the necessary facilities, equipment and Personnel to comply with the following consumer protection standards under Normal Operating Conditions:

1. Cable System office hours and telephone availability:

(i) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers 24 hours a day, seven (7) days a week.

(A) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(B) After Normal Business Hours, the access line may be answered by a service or an automated response System, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(ii) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(iii) The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

(iv) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(v) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

2. Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(i) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to 125 feet from the existing distribution System.

(ii) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) At the subscriber's request, the "appointment window" alternatives for Installations, service calls, and other Installation activities will be within a two to four hour time block during Normal Business Hours. (The Grantee may schedule service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(iv) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between Grantee and cable Subscribers:

(i) Notifications to Subscribers:

(A) The Grantee shall provide written information on each of the following areas at the time of Installation of service, at least

annually to all Subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the Cable Service;

(5) Channel positions programming carried on the System; and

(6) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(B) Customers will be notified of any changes in rates, programming services or Channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

(ii) Billing:

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(iii) Refunds: Refund checks will be issued promptly, but no later than either:

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the Grantee if service is terminated.

(iv) Credits: Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

SECTION 111.17. RATE REGULATION.

The City reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent permitted by federal or State law. The Grantee shall be subject to the rate regulation provisions provided for herein, and those of the Federal Communications Commission (FCC) at 47 C.F.R., Part 76.900, Subpart N. The City shall follow the rules relating to cable rate regulation promulgated by the FCC at 47 C.F.R., Part 76.900, Subpart N.

SECTION 111.18. FRANCHISE FEE.

a. Following the issuance and acceptance of a Franchise, the Grantee shall pay to the Grantor a Franchise Fee in the amount set forth in the Franchise Agreement.

b. The Grantor, on an annual basis, shall be furnished a statement within sixty (60) days of the close of the calendar year, certified by an officer of the Grantee or audited by a Certified Public Accountant, reflecting the total amounts of Gross Annual Revenues and all payments, and computations for the previous calendar year. Upon ten (10) days prior written notice, Grantor shall have the right to conduct an independent audit of Grantee's records, in accordance with Generally Accepted Accounting Principles and if such audit indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all reasonable costs of such an audit.

c. Except as otherwise provided by law, no acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a Franchise Fee under this Chapter or any Franchise Agreement or for the performance of any other obligation of the Grantee.

d. In the event that any Franchise Fee payment or recomputed amount is not made on or before the dates specified in the Franchise Agreement, Grantee shall pay as additional compensation an interest charge, computed from such due date, at an annual rate equal to the prime lending rate plus one and one-half percent (1-1/2%) during the period for which payment was due.

e. Franchise Fee payments shall be made in accordance with the schedule indicated in the Franchise Agreement.

SECTION 111.19. DESIGN AND CONSTRUCTION REQUIREMENTS.

a. Grantee shall not construct any Cable System facilities until Grantee has secured the necessary permits from Grantor, or other cognizant public agencies.

b. In those areas of the City where transmission or distribution facilities of all the public utilities

providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

c. In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost. Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures.

d. In new residential developments in which all the electric power and telephone utilities are underground, the following procedure shall apply with respect to access to and utilization of underground easements:

1. The developer shall be responsible for contacting and surveying all Franchised cable operators to ascertain which operators desire (or, pursuant to the terms and provisions of this Chapter and any Franchise Agreement, may be required) to provide Cable Service to that development. The developer may establish a reasonable deadline to receive cable operator responses. The final development map shall indicate the cable operators that have agreed to serve the development.

2. If one (1) or two (2) cable operators wish to provide service, they shall be accommodated in the joint utilities trench on a nondiscriminatory shared basis. If fewer than two (2) operators indicate interest, the developer shall provide conduit to accommodate two (2) sets of cable television cables and dedicate to the City any initially unoccupied conduit. The developer shall be entitled to recover the cost of such initially unoccupied conduit in the event that Grantor subsequently leases or sells occupancy or use rights to any Grantee.

3. The developer shall provide at least ten (10) working days notice of the date that utility trenches will be open to the cable operators that have agreed to serve the development. When the trenches are open, cable operators shall have two (2) working days to begin the Installation of their cables, and five (5) working days after beginning Installation to complete Installation.

4. The final development map shall not be approved until the developer submits evidence that:

A. It has notified each Grantee that underground utility trenches are to open as of an estimated date, and that each Grantee will be allowed access to such trenches, including trenches from proposed Streets to individual homes or home sites, on specified nondiscriminatory terms and conditions; and

1 B. It has received a written
2 notification from each Grantee that the
3 Grantee intends to install its facilities
4 during the open trench period on the
5 specified terms and conditions, or such other
6 terms and conditions as are mutually
7 agreeable to the developer and Grantee, or
8 has received no reply from a Grantee within
9 ten (10) days after its notification to such
10 Grantee, in which case the Grantee will be
11 deemed to have waived its opportunity to
12 install its facilities during the open trench
13 period.

14 5. Sharing the joint utilities trench shall
15 be subject to compliance with State regulatory
16 agency and utility standards. If such compliance
17 is not possible, the developer shall provide a
18 separate trench for the cable television cables,
19 with the entire cost shared among the
20 participating cable operators. With the
21 concurrence of the developer, the affected
22 utilities and the cable operators, alternative
23 Installation procedures, such as the use of deeper
24 trenches, may be utilized, subject to applicable
25 law.

26 6. Any cable operator wishing to serve an
27 area where the trenches have been closed shall be
28 responsible for its own trenching and associated
29 costs and shall repair all property to the
30 condition which existed prior to such trenching.

31 7. In the event that more than one
32 Franchise is awarded, the City reserves the right
33 to limit the number of drop cables and/or
34 pedestals per residence, or to require that the
35 drop cable(s) and/or pedestals(s) be utilized only
36 by the cable operator selected by the resident to
37 provide service.

38 SECTION 111.20. TECHNICAL STANDARDS.

39 a. The Grantee shall construct, install, operate
40 and maintain its System in a manner consistent with all
41 applicable laws, ordinances, construction standards,
42 governmental requirements, Federal Communications
43 Commission technical standards, and any standards set
44 forth in its Franchise Agreement. In addition, the
45 Grantee shall provide to the Grantor, upon request, a
46 written report of the results of the Grantee's periodic
47 proof of performance tests conducted pursuant to
48 Federal Communications Commission standards and
49 guidelines.

50 b. Repeated and verified failure to maintain
51 specified technical standards shall constitute a
52 material Franchise violation.

53 c. All construction practices shall be in
54 accordance with all applicable Sections of the
55 Occupational Safety and Health Act of 1970, as amended,
56 as well as all other applicable local, State and
57 federal laws and regulations.

58 d. All Installation of electronic equipment
59 shall be installed in accordance with the provisions of
60 the National Electrical and Safety Code and National

Electrical Code, as amended, and as may from time to time be amended.

e. Antennae and their supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local, State and federal laws and regulations.

f. All of Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the City may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

g. Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

SECTION 111.21. TRIMMING OF TREES.

Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. City representatives shall have authority to supervise and approve all trimming of trees conducted by Grantee.

SECTION 111.22. USE OF GRANTEE FACILITIES.

The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of Grantee, any wires and fixtures desired by the City to the extent that such installation and maintenance does not interfere with existing operations of Grantee.

SECTION 111.23. HOLD HARMLESS.

a. Grantee shall indemnify, hold harmless, release and defend the City, its officers, boards, commissions, agents and employees from and against any and all lawsuits, claims, causes of action, actions, liability, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and costs or liabilities of any nature that may be asserted by any Person resulting or in any manner arising from the action or inaction of the Grantee in constructing, operating, maintaining, repairing or removing the System, in carrying on Grantee's business or operations in the City or in exercising or failing to exercise any right or privilege granted by the Franchise. This

1 indemnity shall apply, without limitation, to any
2 action or cause of action for invasion of privacy,
3 defamation, antitrust, errors and omissions, theft,
4 fire, violation or infringement of any copyright,
5 trademark, trade names, service mark or patent, or any
6 other right of any Person, firm or corporation, whether
or not any act or omission complained of is authorized,
allowed or prohibited by this Article or any Franchise
Agreement, but shall not include any claim or action
arising out of the actions or omissions of City
officers, employees or agents or related to any City
programming or other access programming for which the
Grantee is not legally responsible.

7 b. The City shall promptly notify Grantee of any
8 claims subject to indemnification by Grantee and shall
9 cooperate with all reasonable requests by Grantee for
10 information, documents, testimony or other assistance
11 appropriate to a resolution of such claims. Grantee
shall have full responsibility for and control of any
action or undertaking directed at the resolution of
such claims.

12 **SECTION 111.24. INSURANCE.**

13 Grantee shall provide insurance as specified in
14 the Franchise Agreement.

15 **SECTION 111.25. RECORDS REQUIRED AND GRANTOR'S**
16 **RIGHT TO INSPECT.**

17 a. Grantee shall at all times maintain:

18 1. A full and complete set of plans,
19 records and "as-built" maps showing the location
20 of the Cable Television System installed or in use
21 in the City, exclusive of Subscriber service drops
22 and equipment provided in Subscribers' homes.

23 2. If requested by Grantor, a summary of
24 service calls, identifying the number, general
25 nature and disposition of such calls, on a monthly
26 basis. A summary of such service calls shall be
27 submitted to the Grantor within thirty (30) days
28 following its request in a form reasonably
29 acceptable to the Grantor.

30 b. Upon forty-eight hours written notice, and
31 during Normal Business Hours, Grantee shall permit
32 examination by any duly authorized representative of
the Grantor, of all Franchise property and facilities,
together with any appurtenant property and facilities
of Grantee situated within or without the City, and all
records relating to the Franchise, provided they are
necessary to enable the Grantor to carry out its
regulatory responsibilities under local, State and
federal law, this Chapter and the Franchise Agreement.
Such records include, all books, records, maps, plans,
financial statements, service complaint logs,
performance test results, records of request for
service, and other like materials of Grantee. Grantee
shall have the right to be present at any such
examination.

c. If any of the records described in the
previous subsection are proprietary in nature or must
be kept confidential by State, federal or local law,
upon proper request by Grantee, such information

obtained during such an inspection shall be treated as confidential, making it available only to those Persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

d. Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of or relating to Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting the Cable System authorized pursuant to this Chapter and any Franchise shall be made available to the City upon request. Copies of responses from the regulatory agencies to Grantee shall likewise be furnished to the City upon request.

SECTION 111.26. ANNUAL REPORTS.

a. Grantee shall submit a written end of the year report to Grantor with respect to the preceding calendar year containing the following information:

1. A Summary of the previous year's (or in the case of the initial reporting year, the initial year's) activities in development of the Cable System, including but not limited to, services begun or discontinued during the reporting year;

2. A list of Grantee's officers, members of its board of directors, and other principals of Grantee;

3. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Grantee;

4. Information as to the number of Subscribers and the number of basic and pay service Subscribers.

5. The City, including its agents and representatives, shall have the authority, during Normal Business Hours, to arrange for and conduct an inspection of Annual Reports required pursuant to this Ordinance or a Franchise Agreement. The City shall give the Grantee twenty-four (24) hours written notice of the inspection request.

If the requested information is proprietary in nature or must be kept confidential by State, federal or local law, upon proper request by Grantee, such information obtained during such an inspection shall be treated as confidential, making it available only to those Persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

b. All reports and records required under this Chapter shall be furnished at the sole expense of

Grantee, except as otherwise provided in this Chapter or the Franchise Agreement.

SECTION 111.27. FRANCHISE VIOLATION.

If Grantee fails to perform in a timely manner any material obligation required by this Chapter or a Franchise granted hereunder, following notice from the Grantor and an opportunity to cure such nonperformance, Grantor may act to remedy such violation in accordance with the following procedures:

Grantor shall notify Grantee of any alleged material violation in writing by Personal delivery or registered or certified mail, and demand correction within a reasonable time, which shall not be less than ten (10) days in the case of the failure of the Grantee to pay any sum or other amount due the Grantor under this Chapter or the Grantee's Franchise and thirty (30) days in all other cases. If Grantee fails either to correct the violation within the time prescribed or to commence correction of the violation within the time prescribed and thereafter diligently pursue correction of such violation, the Grantor shall then give written notice of not less than twenty (20) days of a public hearing to be held before the Council. Said notice shall specify the violations alleged to have occurred. At the public hearing, the Council shall hear and consider relevant evidence and thereafter render findings and its decision. In the event the Council finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation after notice thereof from Grantor and is not diligently proceeding to fully remedy such violation, the Council may revoke the Franchise or impose any other penalty permitted by the Franchise agreement.

SECTION 111.28. FORCE MAJEURE: GRANTEE'S INABILITY TO PERFORM.

In the event Grantee's performance of any of the terms, conditions or obligations required by this Chapter or a Franchise granted hereunder is prevented by a cause or event not within Grantee's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Section, causes or events not within the control of Grantee shall include without limitation acts of God, strikes, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.

SECTION 111.29. ABANDONMENT OR REMOVAL OF FRANCHISE PROPERTY.

a. In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that Franchise property.

b. Grantor, upon such terms as Grantor may impose, may give Grantee permission to abandon, without

removing, any System facility or equipment laid, directly constructed, operated or maintained under the Franchise. Unless such permission is granted or unless otherwise provided in this Chapter, the Grantee shall remove all abandoned above-ground facilities and equipment upon receipt of written notice from Grantor and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. Grantor shall have the right to inspect and approve the condition of the public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in the Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this Section.

c. Upon abandonment of any Franchise property in place, the Grantee, if required by the Grantor, shall submit to Grantor an instrument, satisfactory in form to the Grantor, transferring to the Grantor the ownership of the Franchise property abandoned.

d. At the expiration of the term for which the Franchise is granted, or upon its revocation or earlier expiration, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all above-ground portions of the Cable Television System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

e. Notwithstanding anything to the contrary set forth in this Chapter, the Grantee may abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable Grantee.

SECTION 111.30. EXTENDED OPERATION AND CONTINUITY OF SERVICES

Upon either expiration or revocation of the Franchise, the Grantor shall have discretion to permit and/or require Grantee to continue to operate the Cable Television System for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Grantee shall continue to operate the System under the terms and conditions of this Chapter and the Franchise and to provide the regular Subscriber service and any and all of the services that may be provided at that time.

SECTION 111.31. RECEIVERSHIP AND FORECLOSURE.

a. A Franchise granted hereunder shall, at the option of Grantor, cease and terminate one hundred

twenty (111) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (111) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (111) days after their election or appointment, fully complied with all the terms and provisions of this Chapter and the Franchise granted pursuant hereto, and the receivership or trustees within said one hundred twenty (111) days shall have remedied all the faults under the Franchise or provided a plan for the remedy of such faults which is satisfactory to the Grantor; and (2) such receivers or trustees shall, within said one hundred twenty (111) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the Franchise granted.

b. In the case of a foreclosure or other judicial sale of the Franchise property, or any material part thereof, Grantor may serve notice of termination upon Grantee and the successful bidder at such sale, in which the event the Franchise granted and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after service of such notice, unless (1) Grantor shall have approved the transfer of the Franchise, as and in the manner that this Chapter provides; and (2) such successful bidder shall have covenanted and agreed with Grantor to assume and be bound by all terms and conditions of the Franchise.

SECTION 111.32. RIGHTS RESERVED TO GRANTOR.

a. In addition to any rights specifically reserved to the Grantor by this Chapter, the Grantor reserves to itself every right and power which is required to be reserved by a provision of any ordinance or under the Franchise.

b. The Grantor shall have the right to waive any provision of the Franchise, except those required by Federal or State regulation, if the Grantor determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the Subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the Grantor. Waiver of any provision in one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the Franchise unless the statement so recites.

SECTION 111.33. RIGHTS OF INDIVIDUALS.

a. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other applicable Federal, State and local laws and regulations, relating to nondiscrimination.

b. Grantee shall adhere to the applicable equal employment opportunity requirements of Federal, State and local regulations, as now written or as amended from time to time.

c. Neither Grantee, nor any Person, agency, or entity shall, without the Subscriber's consent, tap or arrange for the tapping, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose except routine maintenance of the System, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

d. In the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting therefrom, Grantee shall take reasonable steps to prevent the invasion of a Subscriber's or general citizen's right of privacy or other Personal rights through the use of the System as such rights are delineated or defined by applicable law. Grantee shall not, without lawful court order or other applicable valid legal authority, utilize the System's interactive two-way equipment or capability for unauthorized Personal surveillance of any Subscriber or general citizen.

e. No cable line, wire amplifier, converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his predecessor has granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not be required to obtain the written permission of the owner for the installation of cable television equipment.

SECTION 111.34. CONFLICTS.

In the event of a conflict between any provision of this Ordinance and a Franchise Agreement entered pursuant to it, the provisions of this Ordinance shall control, except as may be specifically otherwise provided in the Franchise Agreement.

SECTION 111.35. SEPARABILITY.

If any provision of this Chapter is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation,

1 said provision shall thereupon return to full force and
2 effect and shall thereafter be binding on Grantor and
3 Grantee, provided that Grantor shall give Grantee
thirty (30) days written notice of such change before
4 requiring compliance with said provision or such longer
5 period of time as may be reasonably required for
6 Grantee to comply with such provision.

7 SECTION 2. That this Ordinance shall be in
8 full force and effect from and after its passage and
9 any and all necessary approval by the Mayor and
10 publication thereof.

11 
12 Thomas P. Henry
13 Council Member

14 APPROVED AS TO FORM
15 AND LEGALITY

16 
17 J. TIMOTHY MCCAULAY, CITY ATTORNEY

Read the first time in full and on motion by Henry, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Monday, the 15th day of April, 1995, at 5:45 o'clock P. M., E.S.T.

DATED: 4-11-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Henry, and duly adopted, placed on its passage. PASSED YEAST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>1</u>
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>1</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 6-13-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 9-15-95 on the 13th day of June, 1995

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmitter
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of June, 1995, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of June, 1995, at the hour of 1:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. G-95-04-02 (as amended)

14th
Page 9
June 13

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - CHAIR
MARK E. GIAQUINTA - VICE CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) AMENDING CHAPTER 111
OF THE CITY OF FORT WAYNE, INDIANA, ~~CODE~~ OF ORDINANCES, ENTITLED "CABLE
COMMUNICATIONS SYSTEM" BY DELETING THE ENTIRE CHAPTER'S CONTENTS AND
REPLACING THEM WITH "CABLE TELEVISION REGULATIONS"

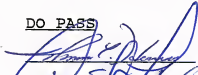
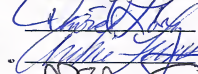
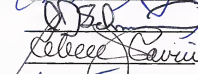
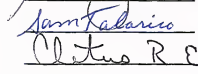
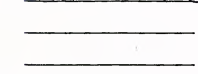
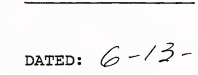
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATED: 6-13-95

Sandra E. Kennedy
City Clerk

DATE: MAY 7, 2001

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3037636

BENEFICIARY
CITY OF FORT WAYNE
ONE MAIN STREET, ROOM 900
FORT WAYNE, IN 46805
ATTN: MAYOR

APPLICANT
COMCAST CABLE COMMUNICATIONS, INC.
1500 MARKET STREET
PHILADELPHIA, PA 19102-2148
ATTN: NEIL SHANK 215-981-7394
ISSUING BANK
BANK OF AMERICA, N.A.
333 SOUTH BEAUDRY AVENUE
19TH FLOOR, CA9-703-19-13
LOS ANGELES, CA 90017
AMOUNT
USD 25,000.00
TWENTY FIVE THOUSAND AND 00/100'S US
DOLLARS

EXPIRATION
MAY 31, 2002 AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3037636 IN YOUR FAVOR, AS BENEFICIARY, WHICH IS AVAILABLE WITH US BY PAYMENT AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

(1) THE BENEFICIARY'S DRAFT(S) DRAWN ON US AT SIGHT, DULY ENDORSED ON THE REVERSE SIDE THEREOF, AND BEARING THE CLAUSE: "DRAWN UNDER BANK OF AMERICA, N.A. STANDBY LETTER OF CREDIT NO. 3037636."

(2) A TYPEWRITTEN STATEMENT ON THE LETTERHEAD OF AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF THE CITY OF FORT WAYNE STATING THEREIN: "COMCAST CABLEVISION OF FORT WAYNE, L.P. HAS FAILED TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND COMCAST CABLEVISION OF FORT WAYNE, L.P. EFFECTIVE JULY 20, 1995 AND ORDINANCE G-15-95. THEREFORE WE DEMAND PAYMENT OF USD(INSERT) UNDER BANK OF AMERICA, N.A. STANDBY LETTER OF CREDIT NUMBER 3037636."

(3) THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENTS HERETO FOR OUR ENDORSEMENT. IF YOUR DEMAND REPRESENTS A PARTIAL DRAWING HEREUNDER, WE WILL ENDORSE THE ORIGINAL CREDIT AND RETURN SAME TO YOU FOR POSSIBLE FUTURE CLAIMS. IF, HOWEVER, YOUR DEMAND REPRESENTS A FULL DRAWING OR IF SUCH DRAWING IS PRESENTED ON THE DAY OF THE RELEVANT EXPIRATION DATE HEREOF, WE WILL HOLD THE ORIGINAL FOR OUR FILES AND REMOVE SAME FROM CIRCULATION.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE, WE NOTIFY YOU IN WRITING, AT YOUR ADDRESS STATED ABOVE, VIA CERTIFIED MAIL OR COURIER OF OUR INTENTION NOT TO SO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT WILL BECOME EFFECTIVE FOR DRAWING ON MAY 31, 2001.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

ORIGINAL



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3037636

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US UPON IF DELIVERED TO BANK OF AMERICA, N.A., STANDBY LETTER OF CREDIT DEPARTMENT, 333 S. BEAUDRY AVE., 19TH FLOOR, MAIL CODE CA9-703-19-23, LOS ANGELES, CA 90017 ON OR BEFORE THE EXPIRATION DATE HEREOF.

ALL ISSUING BANK CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

EXCEPT SO FAR AS IS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 213-345-6630.

Carla A. Arlano *3/6/99* *Hal Miller*

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE
THIS DOCUMENT CONSISTS OF 2 PAGE(S).

ORIGINAL



Cancelled 5-30-01

CoreStates
CORESTATES BANK, N.A.

OUR CREDIT NO.

515845P

JPM

ISSUE DATE

31-JUL-1995

EXPIRY DATE

1-AUG-1996

LETTER OF CREDIT AMOUNT

USD25,000.00

MAIL
TO

BENEFICIARY

CITY OF FORT WAYNE
ONE MAIN STREET, ROOM 900
FORT WAYNE, IN. 46805
ATTN: MAYOR

APPLICANT

COMCAST CABLE COMMUNICATIONS, INC.
1500 MARKET STREET
PHILADELPHIA, PA. 19102-2148

DEAR BENEFICIARY:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR, AS BENEFICIARY, WHICH IS AVAILABLE BY PAYMENT AGAINST THE FOLLOWING DOCUMENTS:

1) THE BENEFICIARY'S DRAFT(S) DRAWN ON US AT SIGHT, DULY ENDORSED ON THE REVERSE SIDE THEREOF, AND BEARING THE CLAUSE: "DRAWN UNDER CORESTATES BANK, N.A. STANDBY LETTER OF CREDIT NUMBER 515845P."

2) A TYPEWRITTEN STATEMENT ON THE LETTERHEAD OF AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF THE CITY OF FORT WAYNE STATING THEREIN: "COMCAST CABLEVISION OF FORT WAYNE, L.P. HAS FAILED TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND COMCAST CABLEVISION OF FORT WAYNE, L.P. EFFECTIVE JULY 20, 1995 AND ORDINANCE 6-15-95. THEREFORE WE DEMAND PAYMENT OF USD(SUPPLY AMOUNT) UNDER CORESTATES BANK, N.A. STANDBY LETTER OF CREDIT NUMBER 515845P."

3) THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL, AMENDMENTS, IF ANY, FOR OUR ENDORSEMENT. (IF YOUR DEMAND REPRESENTS A PARTIAL DRAWING HEREUNDER, WE WILL ENDORSE THE ORIGINAL CREDIT AND RETURN SAME TO YOU FOR POSSIBLE FUTURE CLAIMS. IF, HOWEVER, YOUR DEMAND REPRESENTS A FULL DRAWING OR IF SUCH DRAWING IS PRESENTED ON THE DAY OF THE RELEVANT EXPIRATION DATE HEREOF, WE WILL HOLD THE ORIGINAL FOR OUR FILES AND REMOVE SAME FROM CIRCULATION.)

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE DEEMED TO BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY YOU IN WRITING, AT YOUR ADDRESS STATED ABOVE, VIA CERTIFIED OR OTHER EXPRESS MAIL OF OUR INTENTION NOT TO SO EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIODS. SUCH NOTICE WILL BE DEEMED TO HAVE BEEN GIVEN WHEN SENT.

SEE CONTINUATION

Issue Date - Core States
7-31-95 Bank

Cancelled per Rick Orr

replaced with new
letter from Bank of
America 5-7-01

ORIGINAL



CoreStates
CORESTATES BANK, N.A.

MAIL
TO

ATTACHED TO AND FORMING PART OF STANDBY CREDIT NO.
515845P DATED 31-JUL-1995.
PAGE TWO

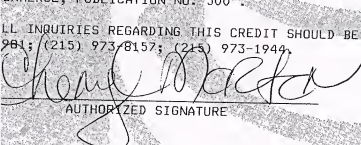
THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

WE ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US IF DELIVERED TO CORESTATES BANK, N.A., P.O. BOX 13866, 530 WALNUT STREET, SEVENTH FLOOR, FIND CODE 1-9-7-1, ATTENTION: LETTER OF CREDIT DEPARTMENT, PHILADELPHIA, PA. 19106 PRIOR TO 3 P.M. ON OR BEFORE THE EXPIRATION DATE HEREOF.

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS: (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

ALL INQUIRIES REGARDING THIS CREDIT SHOULD BE DIRECTED TO US AT OUR PHONE NUMBERS (215) 973-9811; (215) 973-8157; (215) 973-1944.


AUTHORIZED SIGNATURE

ORIGINAL

**PERFORMANCE BOND Bond No. 10088717095104**

KNOW ALL MEN BY THESE PRESENTS, That We, Comcast Cablevision of Fort Wayne, L.P., as Principal, and The Aetna Casualty and Surety Company, a corporation of the State of Connecticut, as Surety, are held and firmly bound unto City of Fort Wayne, Indiana, as Obligee, in the sum of Five Hundred Thousand and 00/100 Dollars, (\$500,000.00) for payment which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement with the Obligee dated July 20, 1995 for system upgrade/rebuild of the existing cable system per the specifications outlined in said agreement, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and reimburse the Obligee for any loss they may suffer through the failure of the Principal to faithfully perform all obligations and duties imposed upon the Principal by said Agreement, for which a bond must be posted, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in event of default on the part of the Principal a written statement of the particular facts of such default shall, within thirty (30) days, be delivered to Surety at its Home office in Hartford, CT by registered mail.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against Surety on this instrument unless same be brought or instituted and process served upon surety within one year after completion of the work mentioned in said Agreement, whether such work be completed by the Principal, Surety, or Obligee; but if there is any maintenance period provided in the Agreement for which Surety is liable, an action for maintenance may be brought within three months from the expiration of the maintenance period, but not afterwards.

PROVIDED, HOWEVER, that no right of action shall accrue under this bond to or for the use of any person other than Obligee, and its successors and assigns.

THIS BOND is effective the 20th day of July, 1995. IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 28th day of July 1995.

COMCAST CABLEVISION OF FORT WAYNE, L.P.

BY: Joseph J. Eutenauer

THE AETNA CASUALTY AND SURETY COMPANY

BY: Douglas R. Hite
Douglas R. Hite, Attorney-in-Fact



PERFORMANCE BOND Bond No. 10088717095104

KNOW ALL MEN BY THESE PRESENTS, That We, Comcast Cablevision of Fort Wayne, L.P., as Principal, and The Aetna Casualty and Surety Company, a corporation of the State of Connecticut, as Surety, are held and firmly bound unto City of Fort Wayne, Indiana, as Obligee, in the sum of Five Hundred Thousand and 00/100 Dollars, (\$500,000.00) for payment which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement with the Obligee dated July 20, 1995 for system upgrade/rebuild of the existing cable system per the specifications outlined in said agreement, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and reimburse the Obligee for any loss they may suffer through the failure of the Principal to faithfully perform all obligations and duties imposed upon the Principal by said Agreement, for which a bond must be posted, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in event of default on the part of the Principal a written statement of the particular facts of such default shall, within thirty (30) days, be delivered to Surety at its Home office in Hartford, CT by registered mail.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against Surety on this instrument unless same be brought or instituted and process served upon surety within one year after completion of the work mentioned in said Agreement, whether such work be completed by the Principal, Surety, or Obligee; but if there is any maintenance period provided in the Agreement for which Surety is liable, an action for maintenance may be brought within three months from the expiration of the maintenance period, but not afterwards.

PROVIDED, HOWEVER, that no right of action shall accrue under this bond to or for the use of any person other than Obligee, and its successors and assigns.

THIS BOND is effective the 20th day of July, 1995. IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 28th day of July 1995.

COMCAST CABLEVISION OF FORT WAYNE, L.P.

BY: Joseph J. Entenauer

THE AETNA CASUALTY AND SURETY COMPANY

BY: Douglas R. Hite
Douglas R. Hite, Attorney-in-Fact



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Douglas R. Hite, Tracy E. Griffith *

of Arlington, VA, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond,

State of VA
County of Arlington

On this 28th day of July, 1995, before me personally appeared Douglas R. Hite, known to me to be the Attorney-in-fact of The Aetna Casualty and Surety Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written

BY: Tracy E. Griffith
Tracy E. Griffith (Notary Public)
MY COMMISSION EXPIRES: July 31, 1999

and its corporate seal to be hereto annexed

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY
By: George W. Thompson
George W. Thompson
Vice President

On this 2nd day of February, 19 95, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say that he/she is Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Dorothy L. Marti
My commission expires August 31, 1998 Notary Public
Dorothy L. Marti

CERTIFICATE

Assistant
I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 28th day of July, 19 95



Stephen R. Sawyer
By: Stephen R. Sawyer
Stephen R. Sawyer, Assistant Secretary



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint

*Douglas R. Hite, Tracy E. Griffith **

of Arlington, VA, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairmen, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairmen, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairmen, Vice Chairmen, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its 2nd day of February, 19 95 Vice President, and its corporate seal to be hereto affixed this

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By George W. Thompson
George W. Thompson
Vice President

On this 2nd day of February, 19 95, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say that he/she is Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument, that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof



Dorothy L. Marti

My commission expires August 31, 1998
Dorothy L. Marti

Notary Public

CERTIFICATE

Assistant

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 28th day of July, 19 95



By Stephen R. Sawyer
Stephen R. Sawyer, Assistant Secretary

ACORD. CERTIFICATE OF INSURANCE

15173

KW

ISSUE DATE (MM/DD/YY)

7/05/95

PRODUCER

Marsh & McLennan, Incorporated
600 Grant Street
Suite 5500
Pittsburgh, PA 15219
KAREN A WEAVER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A SENTRY INSURANCE A MUTUAL CO
COMPANY LETTER	B ZURICH INSURANCE CO USB
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

INSURED

COMCAST CABLEVISION OF FORT WAYNE, L. P.
1500 MARKET STREET
PHILADELPHIA, PA 19102-2148

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	90-02461-15	12/01/94	12/01/95	GENERAL AGGREGATE \$ nil PRODUCTS-COMP./OP AGG. \$ 1000000 PERSONAL & ADV. INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED. EXPENSE (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	90-02461-13	12/01/94	12/01/95	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	HULU 046665	1/01/95	12/01/95	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	90-02461-12	12/01/94	12/01/95	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 500000 DISEASE-POLICY LIMIT \$ 500000 DISEASE-EACH EMPLOYEE \$ 500000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

IT IS AGREED THAT THE CITY OF FORT WAYNE, INDIANA IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS FRANCHISE AGREEMENT WITH COMCAST CABLEVISION OF FORT WAYNE, L.P.

CERTIFICATE HOLDER

CITY OF FORT WAYNE
ONE MAIN STREET, ROOM 900
FORT WAYNE, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert C. Bunker



The City of Fort Wayne

Paul Helmke, Mayor

MEMO April 17, 1995

TO: Fort Wayne Common Council *D-95-04-02 (revised)*

FROM: David Hawk, Esq.,
Chairman of the Cable Refranchising Committee and
Associate City Attorney

RE: New Cable Television Ordinance and Franchise
Agreement

NOTE: This cover memo replaces the original Memo dated March 28 which originally accompanied the cable ordinance and franchise agreement.

On behalf of Mayor Paul Helmke, I am pleased to submit to Fort Wayne City Council two documents which will extend and improve cable television service for the residents of the City of Fort Wayne.

The first document is a cable television "Regulatory Ordinance", and replaces Chapter 111 in the City Code. It sets the rules for the general governing of cable television and should help City officials, the public, and Comcast understand the level of cable television service that any Franchise holder must provide and sustain throughout the life of a franchise.

The second document is the actual "Franchise Agreement" between the City of Fort Wayne and Comcast Cablevision of Fort Wayne, L.P. It gives Comcast the right to operate a cable television company in Fort Wayne and its provisions include the specific terms by which Comcast and the City must live throughout the duration of the Franchise.

For your further information, attached is a more detailed summary of these two documents.

SUMMARY OF NEW FRANCHISE AGREEMENT AND ORDINANCE

I. OVERVIEW

The City of Ft. Wayne and Comcast Cablevision have reached an informal agreement on the terms of a new fifteen year cable television franchise agreement. The City Council will also be enacting a new cable television franchise ordinance that will govern cable television matters in the future. The purpose of this summary is to review the franchise renewal process that the City followed in developing these documents and highlight the key elements of the new franchise documents.

II. THE FRANCHISE RENEWAL PROCESS

The franchise renewal process is governed by the federal Cable Communications Policy Act of 1984, as amended in 1992. These federal laws grant the City the authority to evaluate a cable operator's request for renewal of its cable television franchise. In evaluating the cable operator's request for renewal, the City gathers and analyzes information to determine (a) whether the cable operator has substantially complied with the terms of the existing franchise and with all applicable laws; (b) the quality of the operator's service, including signal quality and customer service; (c) whether the cable operator has the financial, legal and technical ability to provide services and facilities as set forth in its proposal; and (d) whether the cable operator will meet the future cable related needs and interests of the Ft. Wayne community, taking into consideration the cost of meeting such needs.

During the past several years, the City has worked with its Cable Television Refranchising Committee and also with an outside consultant, the law firm of Fredrikson & Byron in Minneapolis, Minnesota to evaluate Comcast Cable Corporation's renewal proposal and to negotiate the terms and conditions of the new franchise documents in light of the four factors above discussed. The franchise agreement, in its final form is the result of an extensive process of information gathering including surveys and focus group interviews conducted throughout the Ft. Wayne community. The City Council now has the authority to approve the franchise agreement and enact the new franchise ordinance or alternatively to conduct a formal administrative process in which the terms and conditions of the franchise renewal would be reanalyzed and redetermined. It is the recommendation of the Ft. Wayne Refranchising Committee that the City Council approve the franchise documents as submitted.

II. Highlights of the New Franchise Renewal Documents

The franchise agreement has a term of fifteen (15) years. The franchise guarantees that Ft. Wayne residents will be on the "on ramp" to the "information superhighway." The agreement requires Comcast to completely rebuild the cable television in Ft. Wayne within three years of the effective date of the new franchise agreement. The services that the new

system is capable of providing will be activated in each neighborhood as construction is completed in those neighborhoods.

The upgraded system will greatly enlarge the system's capacity enabling Comcast to deliver more programming variety, and perhaps most importantly, the capability to provide advanced telecommunication services such as two-way voice, video and data communication services. These technologies give Ft. Wayne residents the capability to utilize the Internet from their homes or to engage in "distance learning" at home, in the office or in school. The new agreement will require Comcast to provide nearly 130 free drops to city buildings including the fire department, police department, Ft. Wayne schools, libraries and civic centers. Comcast is also putting up \$800,000 in the form of a grant to pay for new public access production and programming facilities. The agreement also requires Comcast to provide five (5) non-commercial public access channels which will be utilized by the Ft. Wayne Public Library, Ft. Wayne Community Schools, IPFW and for governmental access programming.

Federal law prohibits franchising authorities from dictating the specific programming that a cable operator must provide a community. The new franchise agreement does, however, provide for broad categories of programming and services that will meet the future needs of the city. Comcast is also required to periodically evaluate subscriber satisfaction with regard to programming, signal quality and customer service.

III. OTHER FEATURES OF NEW FRANCHISE DOCUMENTS

- The franchise provides that within three years after the effective date of the franchise agreement, Comcast must provide the System capability to transmit emergency alert signals to all participating subscribers. The signal will be transmitted in the form of a video override capability to permit the City to interrupt and cablecast a video message regarding the emergency.
- Comcast is required to provide, for sale or lease, parental control locking devices to subscribers who wish to lock out certain programming.
- The definition of the term "cable system" in the ordinance is broad in scope and provides flexibility for Comcast to develop and implement a wide range of future services including voice, video and data. At the same time the agreement preserves the right of the City to oversee all services provided and to ensure the receipt of franchise fees derived from Comcast's revenues received for services they offer.
- The franchise is not exclusive. However, should the City choose to grant a franchise to another cable operator it must do so on terms and conditions similar to those contained in the agreement with Comcast.
- The agreement contains technical standards based on FCC rules to insure the system is maintained and continues to offer high quality services.

- The agreement calls for periodic inspections of the cable system by the City. The agreement also provides for periodic evaluation of the terms of the agreement. The agreement also provides for a forum in which future problems with the system or the agreement can be discussed for the purpose of reaching a mutual agreement to resolve any problems.
- The franchise ordinance contains customer service provisions regarding Comcast's responsiveness to customer problems and the services provided to Ft. Wayne residential and non-residential users. These provisions are in accord with federal law and allow for considerable city oversight to insure that the citizens of Ft. Wayne are well served by their cable operator.
- The city is entitled to receive a franchise fee payment equal to five percent of Comcast's gross revenues derived from the Ft. Wayne system. To insure compliance with this requirement, the agreement calls for the creation of a franchise fee payment worksheet. This worksheet will require that the cable operator maintain an outline of information for the City showing when payments will be made so the City will know the basis of the revenues upon which the cable operator has calculated its franchise fee payment.
- The agreement and ordinance provide the City with enforcement powers to assure compliance with the franchise terms. The agreement establishes a security fund comprised of two elements, a construction bond and a letter of credit. The bond will be held by the City until the new cable system construction is completed. The letter of credit may be drawn upon in payment of any liquidated damages that the City may incur by reason of the cable operator's breach of the franchise agreement.
- The franchise agreement prohibits the sale or transfer of the franchise without the prior written consent of the City. This provision is included to ensure that the City is given the opportunity to evaluate prospective new owners of the Ft. Wayne system under the same scrutiny applied to Comcast in the franchise renewal process.
- When the franchise documents are approved by the City Council, Comcast will have thirty (30) days in which to file its acceptance to the franchise terms with the City.

MEMO April 12, 1995

TO: Sandra Kennedy, City Clerk
cc: Diane Brown

FROM: Linda Buskirk, Director of Public Works *LB*

RE: AMENDED TITLE FOR THE CABLE TELEVISION ORDINANCE

Diane Brown in the City Attorney's office will send to you by next week the amended versions of the Cable Television Ordinance and Franchise Agreement (for Council to amend at its April 18, 1995 meeting).

Meanwhile, Stan said that you need the amended TITLE of the Ordinance in order to properly advertise the April 25 public hearing. Therefore, below is the amended title:

Bill No. B-95-04-02 (vs) amended)
An ordinance amending Chapter 111 "Cable Communications System", by deleting the entire chapter's contents and replacing ~~them~~ with "Cable Television Regulations".

The title of the the Franchise Agreement will remain the same as originally submitted.

Thanks!

GENERAL ORDINANCE NO. _____

**AN ORDINANCE ADDING CHAPTER 120
"CABLE TELEVISION REGULATIONS" TO
THE CITY OF FORT WAYNE, INDIANA,
CODE OF ORDINANCES.**

WHEREAS, the City of Fort Wayne, Indiana, pursuant to applicable Federal and State law, is authorized to grant one or more nonexclusive Franchises to construct, operate, maintain and reconstruct Cable Television systems within the City limits; and

WHEREAS, the Common Council of the City of Fort Wayne, Indiana, finds that the development of Cable Television systems has the potential of having great benefit and impact upon the citizens of Fort Wayne; and

WHEREAS, the Common Council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City government or such persons as the City shall designate.

**NOW, THEREFORE, BE IT ORDAINED BY THE
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

SECTION 1. That Chapter 120, be added to the City of Fort Wayne, Indiana, Code of Ordinances:

CHAPTER 120: CABLE TELEVISION REGULATORY ORDINANCE

Section

120.01. **INTENT**

120.02. **DEFINITIONS**

120.03. **FRANCHISE TO INSTALL AND OPERATE**

120.04. **FRANCHISE REQUIRED**

- 120.05. TERM OF THE FRANCHISE
- 120.06. FRANCHISE TERRITORY
- 120.07. FEDERAL, STATE AND CITY JURISDICTION
- 120.08. FRANCHISE NON-TRANSFERABLE
- 120.09. PURCHASE BY CITY UPON EXPIRATION OR
REVOCATION
- 120.10. GEOGRAPHICAL COVERAGE
- 120.11. NONEXCLUSIVE FRANCHISE
- 120.12. MULTIPLE FRANCHISES
- 120.13. INITIAL FRANCHISE APPLICATIONS
- 120.14. CONSIDERATION OF INITIAL APPLICATIONS
- 120.15. FRANCHISE RENEWAL
- 120.16. CONSUMER PROTECTION AND SERVICE STANDARDS
- 120.17. RATE REGULATION
- 120.18. FRANCHISE FEE
- 120.19. DESIGN AND CONSTRUCTION REQUIREMENTS
- 120.20. TECHNICAL STANDARDS
- 120.21. TRIMMING OF TREES
- 120.22. USE OF GRANTEE FACILITIES
- 120.23. HOLD HARMLESS
- 120.24. INSURANCE
- 120.25. RECORDS REQUIRED AND GRANTOR'S RIGHT TO
INSPECT
- 120.26. ANNUAL REPORTS
- 120.27. FRANCHISE VIOLATION
- 120.28. FORCE MAJEURE: GRANTEE'S INABILITY TO
PERFORM
- 120.29. ABANDONMENT OR REMOVAL OF FRANCHISE
PROPERTY
- 120.30. EXTENDED OPERATION AND CONTINUITY OF
SERVICES
- 120.31. RECEIVERSHIP AND FORECLOSURE

120.32. RIGHTS RESERVED TO GRANTOR

120.33. RIGHTS OF INDIVIDUALS

120.34. CONFLICTS

120.35. SEPARABILITY

SECTION 120.01. INTENT.

a. The City of Fort Wayne, pursuant to applicable Federal and State law, is authorized to grant one or more nonexclusive Franchises to construct, operate, maintain and reconstruct Cable Television Systems within the City limits.

b. The City Council finds that the development of Cable Television Systems has the potential of having great benefit and impact upon the residents of Fort Wayne. Because of the complex and rapidly changing technology associated with cable television, the City Council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City or such Persons as the City shall designate. It is the intent of this Chapter and subsequent amendments to provide for and specify the means to attain the best possible cable television service to the public and any Franchises issued pursuant to this Chapter shall be deemed to include this finding as an integral part thereof.

SECTION 120.02. DEFINITIONS.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 120.02. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

a. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.

b. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and as may, from time to time, be amended.

c. "Cable Television System", "System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

2. A facility that serves only Subscribers in one (1) or more multiple unit dwellings under common ownership, control, or

management, unless such facility or facilities uses any public rights-of-way;

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System to the extent such facility whether on a common carrier basis or otherwise is used in the transmission of video programming directly to Subscribers; or

4. Any facilities of any electric utility used solely for operating its electric utility System.

d. "Cable Service" means:

1. The one-way transmission to Subscribers of video programming or other programming service; and

2. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

e. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

f. "Council" means the City Council of the City of Fort Wayne.

g. "Franchise" means an initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

h. "Franchise Agreement" means a Franchise granted pursuant to this Chapter, containing the specific provisions of the Franchise granted, including references, specifications, requirements and other related matters.

i. "Franchise Fee" means any tax, fee or assessment of any kind imposed by the City or other governmental entity on a Grantee or cable Subscriber, or both, solely because of their status as such. The term "Franchise Fee" does not include: (i) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise Agreement to be incurred by the cable operator for public, educational, or governmental Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

j. "Grantee" means any Person receiving a Franchise pursuant to this Chapter and its agents, employees, officers, designees, or any lawful successor, transferee or assignee.

k. "Grantor" or "City" means the City of Fort Wayne, as represented by the Council or any delegate acting within the scope of its jurisdiction.

1. "Gross Annual Revenues" means all revenues derived directly or indirectly by the Grantee or any Person in which the Grantee has a financial interest from or in connection with the operation of the System pursuant to a Franchise granted hereunder, except it shall not include bad debt, sales tax or other taxes or charges imposed on Grantee in addition to its Franchise obligations and collected for direct pass-through to State or federal government.

m. "Initial Service Area" means the area of the City which will receive Cable Service initially, as set forth in any Franchise Agreement.

n. "Installation" means the connection of the System to Subscribers' terminals, and the provision of Cable Service.

o. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

p. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

q. "Person" means any natural Person or any association, firm, individual, partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

r. "Public, Educational or Government Access Facilities" or "PEG Access Facilities" means:

1. Channel capacity designated for public, educational, or governmental use; and

2. Facilities and equipment for the use of such Channel capacity.

s. "Section" means any Section, subsection, or provision of this Chapter.

t. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise specified in the Franchise Agreement.

u. "Service Interruption" means the loss of picture or sound on one or more Cable Channels affecting at least 10 (ten) percent % of the subscribers on the System.

v. "State" means the State of Indiana.

w. "Street" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City limits: Streets,

roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas that the Grantor shall permit to be included within the definition of Street from time to time.

x. "Subscriber" means any Person who or which lawfully elects to subscribe to, for any purpose, a service provided by the Grantee by means of or in connection with the Cable System and who pays the charges therefore, except such Persons or entities authorized to receive a service without charge as described in the Franchise Agreement.

SECTION 120.03. FRANCHISE TO INSTALL AND OPERATE.

A Franchise granted by the City under the provisions of this Chapter shall encompass the following purposes:

a. To engage in the business of providing Cable Service, and such other services as may be permitted by the Franchise Agreement.

b. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of a Cable System in, on, over, under, upon, along and across Streets or other public places within the designated Service Area.

c. To maintain and operate said Franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals for the delivery of Cable Services and any other services permitted by the Franchise Agreement.

d. To set forth the obligations of a Grantee under the Franchise Agreement.

SECTION 120.04. FRANCHISE REQUIRED.

It shall be unlawful for any Person to construct, install or operate a Cable Television System in the City within any Street without a properly granted Franchise awarded pursuant to the provisions of this Chapter.

SECTION 120.05. TERM OF THE FRANCHISE.

a. A Franchise granted hereunder shall be for a term established in the Franchise Agreement, commencing on the Grantor's adoption of an ordinance or resolution authorizing the Franchise.

b. A Franchise granted hereunder may be renewed upon application by the Grantee pursuant to the provisions of applicable State and Federal law and of this Chapter.

SECTION 120.06. FRANCHISE TERRITORY.

Any Franchise shall be valid within all the territorial limits of the City, and within any area added to the City during the term of the Franchise, unless otherwise specified in the Franchise Agreement.

SECTION 120.07. FEDERAL, STATE AND CITY JURISDICTION.

a. This Chapter shall be construed in a manner consistent with all applicable Federal and State laws.

b. In the event that the State or Federal government discontinues preemption in any area of cable communications over which it currently exercises jurisdiction in such manner as to expand rather than limit municipal regulatory authority, Grantor may, if it so elects, adopt rules and regulations in these areas to the extent permitted by law.

c. This Chapter shall apply to all Franchises granted or renewed after the effective date of this Chapter. It shall further apply to the extent permitted by applicable Federal or State law to all existing Franchises granted prior to the effective date of this Chapter.

d. Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power.

e. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Chapter or any Franchise granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

f. This Chapter and any Franchise granted pursuant to this Chapter shall be construed and enforced in accordance with the substantive laws of the State of Indiana.

SECTION 120.08. FRANCHISE NON-TRANSFERABLE.

a. Grantee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior consent of the Council which consent shall not be unreasonably denied or delayed and shall be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under the Franchise Agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Franchise and/or Cable System without the consent of the Council shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with Grantee.

b. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this Section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in Grantee; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee so as to create a new controlling interest in Grantee; and (iv) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee and/or the System. The term "Controlling Interest" as used herein means majority equity ownership of the Grantee.

c. Except as provided below, no Grantee may sell or otherwise transfer ownership in a Franchise and/or Cable System within a 36-month period following either the acquisition or initial construction of said System by Grantee. In the case of a sale of multiple Systems, if the terms of the sale require the buyer to subsequently transfer ownership of one or more such

Systems to one or more third parties, such transfer shall be considered a part of the initial transaction. The above-described 36-month holding period shall not apply to: (1) any transfer of ownership interest in any Franchise and/or Cable System which is not subject to federal income tax liability; (2) any sale required by operation of any law or any act of any agency, any State or political subdivision or the City; or (3) any sale, assignment, or transfer, to one or more purchasers, assignees, or transferees controlled by, controlling, or under common control with, the seller, assignor, or transferor.

d. In the case of any sale or transfer of ownership of any Franchise and/or Cable System after the 36-month period following acquisition of such System, the City shall have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Chapter and such other reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within 120 days from receipt by the City of all required information, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

e. Grantee shall notify Grantor in writing of any foreclosure or any other judicial sale of all or a substantial part of the Franchise property of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notification shall be considered by Grantor as notice that a change in control of ownership of the Franchise has taken place and the provisions under this Section governing the consent of Grantor to such change in control of ownership shall apply.

f. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist Grantor in any such inquiry. In seeking Grantor's consent to any change of ownership or control, Grantee shall have the responsibility of insuring that the transferee completes an application in form and substance reasonably satisfactory to Grantor, which application shall include the information required under State and federal law as well as under Subsections a. through h. of Section 1.13 of this Chapter. An application, acceptable to the City, shall be submitted to Grantor not less than ninety (90) days prior to the date of transfer. The transferee shall be required to establish that it possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder of the term of the Franchise. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the Grantor finds that such transfer is acceptable, the Grantor shall transfer and assign the rights and obligations of such Franchise. The consent of the Grantor to such transfer shall not be unreasonably denied.

g. Any financial institution having a pledge of the Grantee or its assets for the advancement of money for the construction and/or operation of the Franchise shall have the right to notify the Grantor that it or its designee satisfactory to the Grantor shall take control of and operate the Cable Television System, in the event of a Grantee default in its financial obligations. Further, said financial institution shall also submit a plan for such operation within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution exercises control over the System. The financial institution shall not exercise control over the System for a period exceeding one (1) year unless extended by the Grantor in its discretion and during said

period of time it shall have the right to petition the Grantor to transfer the Franchise to another Grantee.

SECTION 120.09. PURCHASE BY CITY UPON EXPIRATION OR REVOCATION.

a. If, subject to the provisions of the Cable Act, a renewal of a Franchise is denied, the City may purchase to the extent permitted by local law and upon payment to the Grantee of the Cable Systems' fair market value as a going concern, exclusive of any value allocated to the Franchise itself, that portion of Grantee's Cable System serving the City of Fort Wayne.

b. Subject to the Cable Act, if a Franchise is revoked for cause, the City may, to the extent permitted by local law, acquire that portion of the Cable System serving the City of Fort Wayne upon payment of an equitable price.

SECTION 120.10. GEOGRAPHICAL COVERAGE.

a. Grantee shall design, construct and maintain the Cable Television System to have the capability to pass every dwelling unit in the Service Area, subject to any line extension requirements of the Franchise Agreement.

b. After service has been established by activating trunk and/or distribution cables for any part of the Service Area, Grantee shall provide Cable Service to any requesting Subscriber within that Service Area within thirty (30) days from the date of request, provided that the Grantee is able to secure all rights-of-way necessary to extend service to such Subscriber within such thirty (30) day period on reasonable terms and conditions.

SECTION 120.11. NONEXCLUSIVE FRANCHISE.

Any Franchise granted shall be nonexclusive. The Grantor specifically reserves the right to grant, at any time, such additional Franchises for a Cable Television System or any component thereof, as it deems appropriate, subject to applicable State and Federal law, provided, however, that no Franchise shall be granted on terms materially less burdensome or more favorable than any other Franchise granted hereunder.

SECTION 120.12. MULTIPLE FRANCHISES.

a. Grantor may grant one or more Franchises for a Service Area. Grantor may, in its sole discretion, limit the number of Franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations; such as:

1. The capacity of the public rights-of-way to accommodate multiple coaxial cables in addition to the cables, conduits and pipes of the utility Systems, such as electrical power, telephone, gas and sewerage.

2. The impact on the community of having multiple Franchises.

3. The disadvantages that may result from Cable System competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the rights-of-way.

4. The financial capabilities of the applicant and its guaranteed commitment to make necessary investment to erect, maintain and operate the proposed System for the duration of the Franchise term.

b. Each Grantee awarded a Franchise to serve the entire City shall offer service to all residences in the City, in accordance with construction and service schedules mutually agreed upon between Grantor and Grantee, and consistent with applicable law.

c. Developers of new residential housing with underground utilities shall provide conduit to accommodate cables for at least two (2) Cable Systems in accordance with the provisions of Section 1.19.d.

d. Grantor may require that any new Grantee be responsible for its own underground trenching and the costs associated therewith, if, in Grantor's opinion, the rights-of-way in any particular area cannot feasibly and reasonably accommodate additional cables.

e. Any additional Franchise granted by the City to provide Cable Service in a part of the City in which a Franchise has already been granted and where an existing Grantee is providing service shall require the new Grantee to provide service throughout its Service Area within a reasonable time and in a sequence which does not discriminate against lower income residents.

SECTION 120.13. INITIAL FRANCHISE APPLICATIONS.

Any Person desiring an initial Franchise for a Cable Television System shall file an application with the City. A reasonable nonrefundable application fee established by the City shall accompany the application or renewal application. Such application fee shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), and such payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement, or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement.

An application for an initial Franchise for a Cable Television System shall contain, where applicable:

a. A statement as to the proposed Franchise and Service Area.

b. Resume of prior history of applicant, including the legal, technical and financial expertise of applicant in the cable television field.

c. List of the partners, general and limited, of the applicant, if a partnership, or the percentage of stock owned or controlled by each shareholder, if a corporation.

d. List of officers, directors and managing employees of applicant, together with a description of the background of each such Person;

e. The names and addresses of any parent or subsidiary of applicant or any other business entity owning or controlling applicant in whole or in part, or owned or controlled in whole or in part by applicant;

f. A current financial statement of applicant verified by a CPA audit or otherwise certified to be true, complete and correct to the reasonable satisfaction of the City;

g. Proposed construction and service schedule.

h. Any additional information that the City deems applicable.

SECTION 120.14. CONSIDERATION OF INITIAL APPLICATIONS.

a. Upon receipt of any application for an initial Franchise, the Mayor shall prepare a report and make his recommendations respecting such application to the City Council.

b. A public hearing shall be set prior to any initial Franchise grant, at a time and date approved by the Council. Within thirty (30) days after the close of the hearing, the Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions. The Council may grant one (1) or more initial Franchises, or may decline to grant any Franchise.

SECTION 120.15. FRANCHISE RENEWAL.

Franchise renewals shall be in accordance with applicable law including, but not necessarily limited to, the Cable Communications Policy Act of 1984, as amended. Grantor and Grantee, by mutual consent, may enter into renewal negotiations at any time during the term of the Franchise.

SECTION 120.16. CONSUMER PROTECTION AND SERVICE STANDARDS.

a. Except as otherwise provided in the Franchise Agreement, Grantee shall maintain a local office or offices to provide the necessary facilities, equipment and Personnel to comply with the following consumer protection standards under Normal Operating Conditions:

1. Cable System office hours and telephone availability:

(i) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers 24 hours a day, seven (7) days a week.

(A) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(B) After Normal Business Hours, the access line may be answered by a service or an automated response System, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(ii) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less

then ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(iii) The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(v) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

2. Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(i) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to 125 feet from the existing distribution System.

(ii) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) At the subscriber's request, the "appointment window" alternatives for Installations, service calls, and other Installation activities will be within a two to four hour time block during Normal Business Hours. (The Grantee may schedule service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(iv) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between Grantee and cable Subscribers:

(i) Notifications to Subscribers:

(A) The Grantee shall provide written information on each of the following areas at the time of Installation of service, at least annually to all Subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the Cable Service;

(5) Channel positions programming carried on the System; and

(6) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(B) Customers will be notified of any changes in rates, programming services or Channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

(ii) Billing:

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(iii) Refunds: Refund checks will be issued promptly, but no later than either:

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the Grantee if service is terminated.

(iv) Credits: Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

SECTION 120.17. RATE REGULATION.

The City reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent permitted by federal or State law. The Grantee shall be subject to the rate regulation provisions provided for herein, and those of the Federal Communications Commission (FCC) at 47 C.F.R., Part 76.900, Subpart N. The City shall follow the rules relating to cable rate regulation promulgated by the FCC at 47 C.F.R., Part 76.900, Subpart N.

SECTION 120.18. FRANCHISE FEE.

a. Following the issuance and acceptance of a Franchise, the Grantee shall pay to the Grantor a Franchise Fee in the amount set forth in the Franchise Agreement.

b. The Grantor, on an annual basis, shall be furnished a statement within sixty (60) days of the close of the calendar year, certified by an officer of the Grantee or audited by a Certified Public Accountant, reflecting the total amounts of Gross Annual Revenues and all payments, and computations for the previous calendar year. Upon ten (10) days prior written notice, Grantor shall have the right to conduct an independent audit of Grantee's records, in accordance with Generally Accepted Accounting Principles and if such audit indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all reasonable costs of such an audit.

c. Except as otherwise provided by law, no acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a Franchise Fee under this Chapter or any Franchise Agreement or for the performance of any other obligation of the Grantee.

d. In the event that any Franchise Fee payment or recomputed amount is not made on or before the dates specified in the Franchise Agreement, Grantee shall pay as additional compensation an interest charge, computed from such due date, at an annual rate equal to the prime lending rate plus one and one-half percent (1-1/2%) during the period for which payment was due.

e. Franchise Fee payments shall be made in accordance with the schedule indicated in the Franchise Agreement.

SECTION 120.19. DESIGN AND CONSTRUCTION REQUIREMENTS.

a. Grantee shall not construct any Cable System facilities until Grantee has secured the necessary permits from Grantor, or other cognizant public agencies.

b. In those areas of the City where transmission or distribution facilities of all the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

c. In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost. Certain of Grantee's

equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures.

d. In new residential developments in which all the electric power and telephone utilities are underground, the following procedure shall apply with respect to access to and utilization of underground easements:

1. The developer shall be responsible for contacting and surveying all Franchised cable operators to ascertain which operators desire (or, pursuant to the terms and provisions of this Chapter and any Franchise Agreement, may be required) to provide Cable Service to that development. The developer may establish a reasonable deadline to receive cable operator responses. The final development map shall indicate the cable operators that have agreed to serve the development.

2. If one (1) or two (2) cable operators wish to provide service, they shall be accommodated in the joint utilities trench on a nondiscriminatory shared basis. If fewer than two (2) operators indicate interest, the developer shall provide conduit to accommodate two (2) sets of cable television cables and dedicate to the City any initially unoccupied conduit. The developer shall be entitled to recover the cost of such initially unoccupied conduit in the event that Grantor subsequently leases or sells occupancy or use rights to any Grantee.

3. The developer shall provide at least ten (10) working days notice of the date that utility trenches will be open to the cable operators that have agreed to serve the development. When the trenches are open, cable operators shall have two

(2) working days to begin the Installation of their cables, and five (5) working days after beginning Installation to complete Installation.

4. The final development map shall not be approved until the developer submits evidence that:

A. It has notified each Grantee that underground utility trenches are to open as of an estimated date, and that each Grantee will be allowed access to such trenches, including trenches from proposed Streets to individual homes or home sites, on specified nondiscriminatory terms and conditions; and

B. It has received a written notification from each Grantee that the Grantee intends to install its facilities during the open trench period on the specified terms and conditions, or such other terms and conditions as are mutually agreeable to the developer and Grantee, or has received no reply from a Grantee within ten (10) days after its notification to such Grantee, in which case the Grantee will be deemed to have waived its opportunity to install its facilities during the open trench period.

5. Sharing the joint utilities trench shall be subject to compliance with State regulatory agency and utility standards. If such compliance is not possible, the developer shall provide a separate trench for the cable television cables, with the entire cost shared among the participating cable operators. With the concurrence of the developer, the affected utilities and the cable operators, alternative Installation procedures, such as the use of deeper trenches, may be utilized, subject to applicable law.

6. Any cable operator wishing to serve an area where the trenches have been closed shall be responsible for its own trenching and associated costs and shall repair all property to the condition which existed prior to such trenching.

7. In the event that more than one Franchise is awarded, the City reserves the right to limit the number of drop cables and/or pedestals per residence, or to require that the drop cable(s) and/or pedestals(s) be utilized only by the cable operator selected by the resident to provide service.

SECTION 120.20. TECHNICAL STANDARDS.

a. The Grantee shall construct, install, operate and maintain its System in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements, Federal Communications Commission technical standards, and any standards set forth in its Franchise Agreement. In addition, the Grantee shall provide to the Grantor, upon request, a written report of the results of the Grantee's periodic proof of performance tests conducted pursuant to Federal Communications Commission standards and guidelines.

b. Repeated and verified failure to maintain specified technical standards shall constitute a material Franchise violation.

c. All construction practices shall be in accordance with all applicable Sections of the Occupational Safety and Health Act of 1970, as amended, as well as all other applicable local, State and federal laws and regulations.

d. All Installation of electronic equipment shall be installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code, as amended, and as may from time to time be amended.

e. Antennae and their supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local, State and federal laws and regulations.

f. All of Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the City may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

g. Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

SECTION 120.21. TRIMMING OF TREES.

Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. City representatives shall have authority to supervise and approve all trimming of tress conducted by Grantee.

SECTION 120.22. USE OF GRANTEE FACILITIES.

The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of Grantee, any wires and fixtures desired by the City to the extent that such Installation and maintenance does not interfere with existing operations of Grantee.

SECTION 120.23. HOLD HARMLESS.

a. Grantee shall indemnify, hold harmless, release and defend the City, its officers, boards, commissions, agents and employees from and against any and all lawsuits, claims, causes of action, actions, liability, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and costs or liabilities of any nature that may be asserted by any Person resulting or in any manner arising from the action or inaction of the Grantee in constructing, operating, maintaining, repairing or removing the System, in carrying on Grantee's business or operations in the City or in exercising or failing to exercise any right or privilege granted by the Franchise. This indemnity shall apply, without limitation, to any action or cause of action for invasion of privacy, defamation, antitrust, errors and omissions, theft, fire, violation or infringement of any copyright, trademark, trade names, service mark or patent, or any other right of any Person, firm or corporation, whether or not any act or omission complained of is authorized, allowed or prohibited by this Article or any Franchise Agreement, but shall not include any claim or action arising out of the actions or omissions of City officers, employees or agents or related to any City programming or other access programming for which the Grantee is not legally responsible.

b. The City shall promptly notify Grantee of any claims subject to indemnification by Grantee and shall cooperate with all reasonable requests by Grantee for information, documents, testimony or other assistance appropriate to a resolution of such claims. Grantee shall have full responsibility for and control of any action or undertaking directed at the resolution of such claims.

SECTION 120.24. INSURANCE.

Grantee shall provide insurance as specified in the Franchise Agreement.

SECTION 120.25. RECORDS REQUIRED AND GRANTOR'S RIGHT TO INSPECT.

a. Grantee shall at all times maintain:

1. A full and complete set of plans, records and "as-built" maps showing the location of the Cable Television System installed or in use in the City, exclusive of Subscriber service drops and equipment provided in Subscribers' homes.

2. If requested by Grantor, a summary of service calls, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to

the Grantor within thirty (30) days following its request in a form reasonably acceptable to the Grantor.

b. Upon forty-eight hours written notice, and during Normal Business Hours, Grantee shall permit examination by any duly authorized representative of the Grantor, of all Franchise property and facilities, together with any appurtenant property and facilities of Grantee situated within or without the City, and all records relating to the Franchise, provided they are necessary to enable the Grantor to carry out its regulatory responsibilities under local, State and federal law, this Chapter and the Franchise Agreement. Such records include, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records of request for service, and other like materials of Grantee. Grantee shall have the right to be present at any such examination.

c. If any of the records described in the previous subsection are proprietary in nature or must be kept confidential by State, federal or local law, upon proper request by Grantee, such information obtained during such an inspection shall be treated as confidential, making it available only to those Persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

d. Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of or relating to Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting the Cable System authorized pursuant to this Chapter and any Franchise shall be made available to the City upon request. Copies of responses from the regulatory agencies to Grantee shall likewise be furnished to the City upon request.

SECTION 120.26. ANNUAL REPORTS.

a. Grantee shall submit a written end of the year report to Grantor with respect to the preceding calendar year containing the following information:

1. A Summary of the previous year's (or in the case of the initial reporting year, the initial year's) activities in development of the Cable System, including but not limited to, services begun or discontinued during the reporting year;

2. A list of Grantee's officers, members of its board of directors, and other principals of Grantee;

3. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Grantee;

4. Information as to the number of Subscribers and the number of basic and pay service Subscribers.

5. The City, including its agents and representatives, shall have the authority, during Normal Business Hours, to arrange for and conduct an inspection of Annual Reports required pursuant to this Ordinance or a Franchise Agreement. The City shall give the Grantee twenty-four (24) hours written notice of the inspection request.

1 If the requested information is proprietary in nature or must be
2 kept confidential by State, federal or local law, upon proper request by
3 Grantee, such information obtained during such an inspection shall be
4 treated as confidential, making it available only to those Persons who
5 must have access to perform their duties on behalf of the City,
6 including but not limited to the Division of Finance, the Law
7 Department and Council Members. To the extent any federal
8 requirement for privacy applies to the information to be submitted, said
9 law shall control.

10 b. All reports and records required under this Chapter shall be
11 furnished at the sole expense of Grantee, except as otherwise provided in this
12 Chapter or the Franchise Agreement.

13 **SECTION 120.27. FRANCHISE VIOLATION.**

14 If Grantee fails to perform in a timely manner any material obligation
15 required by this Chapter or a Franchise granted hereunder, following notice
16 from the Grantor and an opportunity to cure such nonperformance, Grantor
17 may act to remedy such violation in accordance with the following procedures:

18 Grantor shall notify Grantee of any alleged material violation in writing
19 by Personal delivery or registered or certified mail, and demand correction
20 within a reasonable time, which shall not be less than ten (10) days in the case
21 of the failure of the Grantee to pay any sum or other amount due the Grantor
22 under this Chapter or the Grantee's Franchise and thirty (30) days in all other
23 cases. If Grantee fails either to correct the violation within the time prescribed
24 or to commence correction of the violation within the time prescribed and
25 thereafter diligently pursue correction of such violation, the Grantor shall then
26 give written notice of not less than twenty (20) days of a public hearing to be
27 held before the Council. Said notice shall specify the violations alleged to
28 have occurred. At the public hearing, the Council shall hear and consider
29 relevant evidence and thereafter render findings and its decision. In the event
30 the Council finds that a material violation exists and that Grantee has not
31 corrected the same in a satisfactory manner or has not diligently commenced
32 correction of such violation after notice thereof from Grantor and is not
33 diligently proceeding to fully remedy such violation, the Council may revoke
34 the Franchise or impose any other penalty permitted by the Franchise
35 agreement.

36 **SECTION 120.28. FORCE MAJEURE: GRANTEE'S INABILITY TO
37 PERFORM.**

38 In the event Grantee's performance of any of the terms, conditions or
39 obligations required by this Chapter or a Franchise granted hereunder is
40 prevented by a cause or event not within Grantee's control, such inability to
41 perform shall be deemed excused and no penalties or sanctions shall be
42 imposed as a result thereof. For the purpose of this Section, causes or events
43 not within the control of Grantee shall include without limitation acts of God,
44 strikes, sabotage, riots or civil disturbances, restraints imposed by order of a
45 governmental agency or court, failure or loss of utilities, explosions, acts of
46 public enemies, and natural disasters such as floods, earthquakes, landslides,
47 and fires.

48 **SECTION 120.29. ABANDONMENT OR REMOVAL OF FRANCHISE
49 PROPERTY.**

50 a. In the event that the use of any property of Grantee within the
51 Franchise Area or a portion thereof is discontinued for a continuous period of

twelve (12) months, Grantee shall be deemed to have abandoned that Franchise property.

b. Grantor, upon such terms as Grantor may impose, may give Grantee permission to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained under the Franchise. Unless such permission is granted or unless otherwise provided in this Chapter, the Grantee shall remove all abandoned above-ground facilities and equipment upon receipt of written notice from Grantor and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. Grantor shall have the right to inspect and approve the condition of the public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in the Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this Section.

c. Upon abandonment of any Franchise property in place, the Grantee, if required by the Grantor, shall submit to Grantor an instrument, satisfactory in form to the Grantor, transferring to the Grantor the ownership of the Franchise property abandoned.

d. At the expiration of the term for which the Franchise is granted, or upon its revocation or earlier expiration, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all above-ground portions of the Cable Television System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

e. Notwithstanding anything to the contrary set forth in this Chapter, the Grantee may abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable Grantee.

SECTION 120.30. EXTENDED OPERATION AND CONTINUITY OF SERVICES

Upon either expiration or revocation of the Franchise, the Grantor shall have discretion to permit and/or require Grantee to continue to operate the Cable Television System for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Grantee shall continue to operate the System under the terms and conditions of this Chapter and the Franchise and to provide the regular Subscriber service and any and all of the services that may be provided at that time.

SECTION 120.31. RECEIVERSHIP AND FORECLOSURE.

a. A Franchise granted hereunder shall, at the option of Grantor, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have

1 been vacated prior to the expiration of said one hundred twenty (120) days, or
2 unless: (1) such receivers or trustees shall have, within one hundred twenty
3 (120) days after their election or appointment, fully complied with all the
4 terms and provisions of this Chapter and the Franchise granted pursuant
5 hereto, and the receivership or trustees within said one hundred twenty (120)
6 days shall have remedied all the faults under the Franchise or provided a plan
7 for the remedy of such faults which is satisfactory to the Grantor; and (2) such
8 receivers or trustees shall, within said one hundred twenty (120) days, execute
9 an agreement duly approved by the court having jurisdiction in the premises,
10 whereby such receivers or trustees assume and agree to be bound by each and
11 every term, provision and limitation of the Franchise granted.

12 b. In the case of a foreclosure or other judicial sale of the
13 Franchise property, or any material part thereof, Grantor may serve notice of
14 termination upon Grantee and the successful bidder at such sale, in which the
15 event the Franchise granted and all rights and privileges of the Grantee
16 hereunder shall cease and terminate thirty (30) days after service of such
17 notice, unless (1) Grantor shall have approved the transfer of the Franchise, as
18 and in the manner that this Chapter provides; and (2) such successful bidder
19 shall have covenanted and agreed with Grantor to assume and be bound by all
20 terms and conditions of the Franchise.

21 **SECTION 120.32. RIGHTS RESERVED TO GRANTOR.**

22 a. In addition to any rights specifically reserved to the Grantor by
23 this Chapter, the Grantor reserves to itself every right and power which is
24 required to be reserved by a provision of any ordinance or under the
25 Franchise.

26 b. The Grantor shall have the right to waive any provision of the
27 Franchise, except those required by Federal or State regulation, if the Grantor
28 determines (1) that it is in the public interest to do so, and (2) that the
29 enforcement of such provision will impose an undue hardship on the Grantee
30 or the Subscribers. To be effective, such waiver shall be evidenced by a
31 statement in writing signed by a duly authorized representative of the Grantor.
32 Waiver of any provision in one instance shall not be deemed a waiver of such
provision subsequent to such instance nor be deemed a waiver of any other
provision of the Franchise unless the statement so recites.

33 **SECTION 120.33. RIGHTS OF INDIVIDUALS.**

34 a. Grantee shall not deny service, deny access, or otherwise
35 discriminate against Subscribers, Channel users, or general citizens on the
36 basis of race, color, religion, national origin, age, gender or sexual
37 preference. Grantee shall comply at all times with all other applicable
38 Federal, State and local laws and regulations, relating to nondiscrimination.

39 b. Grantee shall adhere to the applicable equal employment
40 opportunity requirements of Federal, State and local regulations, as now
41 written or as amended from time to time.

42 c. Neither Grantee, nor any Person, agency, or entity shall,
43 without the Subscriber's consent, tap or arrange for the tapping, of any cable,
44 line, signal input device, or Subscriber outlet or receiver for any purpose
45 except routine maintenance of the System, detection of unauthorized service,
46 polling with audience participating, or audience viewing surveys to support
47 advertising research regarding viewers where individual viewing behavior
48 cannot be identified.

1 d. In the conduct of providing its services or in pursuit of any
2 collateral commercial enterprise resulting therefrom, Grantee shall take
3 reasonable steps to prevent the invasion of a Subscriber's or general citizen's
4 right of privacy or other Personal rights through the use of the System as such
5 rights are delineated or defined by applicable law. Grantee shall not, without
6 lawful court order or other applicable valid legal authority, utilize the System's
7 interactive two-way equipment or capability for unauthorized Personal
8 surveillance of any Subscriber or general citizen.

9 e. No cable line, wire amplifier, converter, or other piece of
10 equipment owned by Grantee shall be installed by Grantee in the Subscriber's
11 premises, other than in appropriate easements, without first securing any
12 required consent. If a Subscriber requests service, permission to install upon
13 Subscriber's property shall be presumed. Where a property owner or his
14 predecessor has granted an easement including a public utility easement or a
15 servitude to another and the servitude by its terms contemplates a use such as
16 Grantee's intended use, Grantee shall not be required to obtain the written
17 permission of the owner for the Installation of cable television equipment.

18 **SECTION 120.34. CONFLICTS.**

19 In the event of a conflict between any provision of this Ordinance and a
20 Franchise Agreement entered pursuant to it, the provisions of this Ordinance
21 shall control, except as may be specifically otherwise provided in the
22 Franchise Agreement.


23 **SECTION 120.35. SEPARABILITY.**

24 If any provision of this Chapter is held by any court or by any Federal
25 or State agency of competent jurisdiction, to be invalid as conflicting with any
26 Federal or State law, rule or regulation now or hereafter in effect, or is held
27 by such court or agency to be modified in any way in order to conform to the
28 requirements of any such law, rule or regulation, such provision shall be
29 considered a separate, distinct, and independent part of this Chapter, and such
30 holding shall not affect the validity and enforceability of all other provisions
31 hereof. In the event that such law, rule or regulation is subsequently repealed,
32 rescinded, amended or otherwise changed, so that the provision hereof which
had been held invalid or modified is no longer in conflict with such law, rule
or regulation, said provision shall thereupon return to full force and effect and
shall thereafter be binding on Grantor and Grantee, provided that Grantor shall
give Grantee thirty (30) days written notice of such change before requiring
compliance with said provision or such longer period of time as may be
reasonably required for Grantee to comply with such provision.

1 **SECTION 2.** That this Ordinance shall be in full force and
2 effect from and after its passage and any and all necessary approval by the
3 Mayor.

4 
5 Council Member

6 APPROVED AS TO FORM
7 AND LEGALITY

8 
9 J. Timothy McCauley, City Attorney
10

Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the second time by _____,
title and referred to the Committee on _____ (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____, day
of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: _____

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____,
seconded by _____, and duly adopted, placed on its passage.
PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____
<u>EDMONDS</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____
<u>LONG</u>	_____	_____	_____	_____
<u>LUNSEY</u>	_____	_____	_____	_____
<u>RAVINE</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____

DATED: _____

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. _____
on the _____ day of _____, 19_____,

ATTEST:

(SEAL)

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the _____ day of _____, 19_____,
at the hour of _____ o'clock _____ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____,
19_____, at the hour of _____ o'clock _____ M., E.S.T.

PAUL HELMKE, MAYOR



The City of Fort Wayne

Paul Helmke, Mayor

MEMO March 28, 1995

TO: Fort Wayne Common Council 9-95-04-02

FROM: David Hawk, Esq.,
Chairman of the Cable Refranchising Committee and
Associate City Attorney

RE: New Cable Television Ordinance and Franchise
Agreement

On behalf of Mayor Paul Helmke, I am pleased to submit to Fort Wayne City Council two documents which will extend and improve cable television service for the residents of the City of Fort Wayne.

The first document is a cable television "Regulatory Ordinance", something Fort Wayne has not had before. It sets the rules for the general governing of cable television, and should help City officials, the public, and Comcast understand the level of cable television service that any Franchise holder must provide and sustain throughout the life of a franchise.

The second document is the actual "Franchise Agreement" between the City of Fort Wayne and Comcast Cablevision of Fort Wayne, L.P. It gives Comcast the right to operate a cable television company in Fort Wayne and its provisions include the specific terms by which Comcast and the City must live throughout the duration of the Franchise.

For your further information, attached is a more detailed summary of these two documents.

MASTER FRANCHISE AGREEMENT

FORT WAYNE, INDIANA

(Final Draft - 3/22/95)

Prepared by:

Adrian E. Herbst
Theresa M. Harris
Anthony S. Mendoza

Fredrikson & Byron, P.A.
1100 International Centre
900 Second Avenue South
Minneapolis, MN 55402-3397
Telephone: (612) 347-7000
Facsimile: (612) 347-7077

TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>PAGE</u>
SECTION 1. RENEWAL OF FRANCHISE	1
1.1 <u>Grant</u>	1
1.2 <u>Right of Grantor to Issue and Renew Franchise</u>	2
1.3 <u>Effective Date of Renewal</u>	2
1.4 <u>Duration</u>	2
1.5 <u>Written Notice</u>	3
1.6 <u>Franchise Not Exclusive</u>	3
1.7 <u>Conflict with Cable Ordinance and Reservation of Rights</u>	4
1.8 <u>Definitions</u>	4
SECTION 2. GENERAL REQUIREMENTS	4
2.1 <u>Governing Requirements</u>	4
2.2 <u>Franchise Fee</u>	4
2.3 <u>Recovery of Processing</u>	5
2.4 <u>Liability Insurance</u>	6
2.5 <u>Indemnification</u>	7
2.6 <u>Grantee's Insurance</u>	9
2.7 <u>Workers' Compensation Insurance</u>	9
2.8 <u>Security Fund</u>	9
2.9 <u>Procedure for Remedying Franchise Violations</u>	10
2.10 <u>Annual Report</u>	12
SECTION 3. SYSTEM UPGRADE/REBUILD	13
3.1 <u>Rebuild</u>	13
3.2 <u>Emergency Alert Capability</u>	14
3.3 <u>Standby Power</u>	14
3.4 <u>Parental Control Lock</u>	14
3.5 <u>Status Monitoring</u>	14
3.6 <u>Technical Standards</u>	15
3.7 <u>Right of Inspection</u>	15
3.8 <u>Periodic Evaluation and Review</u>	15
SECTION 4. SERVICES AND PROGRAMMING	18
4.1 <u>Programming</u>	18
4.2 <u>Leased Commercial Access</u>	19
4.3 <u>Periodic Subscriber Survey</u>	19

SECTION 5. SUPPORT FOR LOCAL CABLE USAGE	20
5.1 <u>Institutional Network</u>	20
5.2 <u>Public, Educational or Government Access Facilities</u>	21
5.3 <u>Compliance with Federal Law</u>	25
SECTION 6. REGULATION	26
6.1 <u>Franchise Regulation</u>	26
6.2 <u>Force Majeure</u>	26
6.3 <u>Rate Regulation</u>	26
EXHIBIT A - Grantee Ownership Information	
EXHIBIT B - Franchise Fee Payment Worksheet	
EXHIBIT C - Service to Public Buildings	

FRANCHISE AGREEMENT

This Agreement, made and entered into this 20 day of July, 1995 by and between the City of Fort Wayne, a municipal corporation of the State of Indiana, and Comcast Cablevision of Ft. Wayne L.P.

WITNESSETH

WHEREAS, the City of Fort Wayne, pursuant to Chapter 120, Fort Wayne Municipal Code (hereinafter referred to as the "Ordinance"), is authorized to grant and renew one or more nonexclusive revocable Franchises to operate, construct, maintain and reconstruct a cable television system within the City; and

WHEREAS, the City, after due evaluation of Comcast Cablevision of Ft. Wayne, L.P., and after public hearings, has determined that it is in the best interest of the City and its residents to renew its Franchise with Comcast Cablevision of Ft. Wayne L.P.

NOW, THEREFORE, the City of Fort Wayne (hereinafter also known as the "City" or "Grantor") hereby grants to Comcast Cablevision of Ft. Wayne L.P. (hereinafter the "Grantee") renewal of its cable television Franchise in accordance with the provisions of the Ordinance and this Franchise Agreement.

SECTION 1. RENEWAL OF FRANCHISE

1.1 Grant.

The cable television Franchise granted on the 20 day of July, 1995 to July 20, 2010, _____, and now held by Grantee, a corporation whose ownership is indicated in Exhibit A, is hereby renewed, subject to the terms and conditions of this Franchise Agreement (hereinafter

also referred to as the "Agreement"). The renewal provides Grantee with the authority, right and privilege, to construct, reconstruct, operate and maintain a cable television System and to provide cable service and any other service permitted by this Franchise within the Streets and public ways in the City as it is now or may in the future be constituted.

1.2 Right of Grantor to Issue and Renew Franchise.

Grantee acknowledges and accepts the right of Grantor to issue and/or renew a Franchise Agreement and Grantee agrees it shall not now or at any time hereafter challenge any lawful exercise of this right in any local, State or federal court. This is not, however, a waiver of any constitutional or legal right or privilege on the part of the Grantee.

1.3 Effective Date of Renewal.

The renewal shall be effective on the date that both parties have executed this Franchise Agreement, provided that said date is no later than thirty (30) days after the date the City Council, by Resolution, approves this Franchise Agreement. The renewal is further contingent upon the filing by Grantee with the City Clerk, of the executed Franchise Agreement and the required security fund and insurance certificates, except that if the filing of the security fund or any such insurance certificate does not occur within sixty (60) days after the effective date of the Resolution approving this renewal and any extension of time hereunder, the Grantor may declare this renewal null and void.

1.4 Duration.

This Franchise Agreement shall commence upon its effective date and shall expire fifteen (15) years thereafter on July 20, 2010, unless renewed, revoked or terminated sooner as herein provided.

1.5 Written Notice.

All notices, reports or demands required to be given in writing under this Franchise Agreement shall be deemed to be given when delivered personally to the Person designated below, or when five (5) days have elapsed after it is deposited in United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to City:	Mayor City of Fort Wayne One Main Street, Room 900 Fort Wayne, Indiana 46805
If to Grantee:	General Manager Comcast Cablevision of Ft. Wayne, L.P. 720 Taylor Street Fort Wayne, IN 46802

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

1.6 Franchise Not Exclusive.

This Franchise shall not be construed as any limitation upon the right of Grantor, through its proper offices, and in accordance with applicable law, to grant to other Persons or corporations rights, privileges or authority similar to or different from the rights, privileges and authority herein set forth, in the same or other Streets and public ways or public places or other places the Grantee is entitled to occupy by this Franchise Agreement, permit or otherwise; provided, however, that such additional grants shall not operate to

materially modify, revoke or terminate any rights granted to Grantee herein and shall be in accord with the provisions of the Ordinance, Section 120.11.

1.7 Conflict with Cable Ordinance and Reservation of Rights.

The provisions of the Master Cable Television Regulatory Ordinance of Fort Wayne, Indiana, Chapter 120, are hereby incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Franchise Agreement. In the event of any conflict between the terms and conditions of this Franchise Agreement and the provisions of the Ordinance, the Ordinance shall control, except as may be specifically otherwise provided in this Franchise Agreement. Grantor and Grantee each reserves all the rights that they may possess under law unless expressly waived herein.

1.8 Definitions.

The definitions contained in the Ordinance are incorporated herein as if fully set forth.

SECTION 2. GENERAL REQUIREMENTS

2.1 Governing Requirements.

Grantee shall comply with all lawful requirements of this Agreement, the Ordinance and applicable State and federal law.

2.2 Franchise Fee.

The Grantee shall pay to the Grantor an annual Franchise fee of five percent (5%) of Grantee's Gross Annual Revenues. The Franchise Fee shall be payable quarterly by

April 30, July 31, October 31 and January 31 for the preceding three (3) month periods. Each payment shall be accompanied by a brief report showing the basis for the computation and such other relevant facts as may be required by the City, including the completion of a Franchise Fee Payment Worksheet attached hereto as Exhibit B. The Grantor is entitled to inspect such reports as provided in Section 120.26 of the Ordinance.

2.3 Recovery of Processing.

(a) During the term of this renewal, if the Grantee, pursuant to Section 120.08 of the Ordinance, initiates a request for approval regarding the transfer of this Franchise or change in control of the Grantee, the Grantee shall reimburse the Grantor for all reasonable out-of-pocket costs up to Five Thousand Dollars (\$5,000), including attorneys' and consultants' fees and costs, incurred by the Grantor as part of Grantor's review and processing of Grantee's request. Payments of such costs and expenses shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), and such payments shall not be deemed to be: (i) "payments in kind" or any involuntary payments chargeable against the compensation to be paid to the City by Grantee pursuant to Section 2.2 hereof; or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 2.2 hereof.

(b) To aid in the analysis and resolution of any future disputed matters relative to this Franchise Agreement, the Grantor and Grantee may, by mutual agreement (both as to whether to hire and whom to hire), employ the services of technical, financial or legal consultants, as mediators. All reasonable fees of the consultants incurred by the Grantor and the Grantee in this regard shall be borne equally.

2.4 Liability Insurance.

(a) Upon the effective date of renewal, the Grantee shall, at its sole expense, take out and maintain during the life of this Franchise Agreement public liability insurance with a company licensed to do business in the State of Indiana with a rating by Best of not less than "A" that shall protect the Grantee, the Grantor, and the Grantor's officials, officers, employees and agents from claims which may arise from operations under this Agreement, whether such operations are by the Grantee, its officials, officers, directors, employees and agents, or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's automobiles, products and completed operations. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall not be less than Three Hundred Thousand Dollars (\$300,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate. The following endorsements shall attach to the liability policy:

- (1) The policy shall cover Personal Injury as well as Bodily Injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad Form property damage liability shall be afforded.
- (4) The Grantor shall be named as an additional insured on the policy.

- (5) An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance effected by the Grantor will be called upon to contribute to a loss under this coverage.
- (6) Standard form of cross-liability shall be afforded.
- (7) An endorsement stating that the policy shall not be cancelled without thirty (30) days written notice of such cancellation given to the Grantor.

(b) Grantor reserves the right to adjust the limit coverage requirements no more than every five (5) years. Any such adjustment by the Grantor will be no greater than the increase in the State of Indiana Consumer Price Index (all consumers) for such five (5) year period.

(c) Grantee shall submit to Grantor documentation of the required insurance including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements.

(d) Any deductible or self-insured retention must be declared to Grantor.

2.5 Indemnification.

(a) Except as otherwise provided herein, Grantee shall indemnify, hold harmless, release and defend Grantor, its officers, agents and employees from and against any and all lawsuits, claims, actions, demands, damages, disability, losses, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any Person or entity arising out of the activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible and save Grantor harmless from all matters

relative to payment of Grantee's employees including compliance with Social Security, withholdings, etc.

(b) This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by Grantee.

(c) Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor, or the deposit with Grantor by Grantee, of any of the insurance policies described in this Agreement.

(d) This indemnification by Grantee shall apply to all damages and claims for damages of any kind suffered by reason of any of the aforesaid operations referred to in this Section, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(e) Grantee shall not be required to indemnify Grantor for negligence or misconduct on the part of Grantor or its officials, boards, commissions, agents, or employees (hereinafter "such acts"). Grantor shall hold Grantee harmless for any damage resulting from any such acts of the Grantor or its officials, boards, commissions, agents, or employees in utilizing any PEG access channels, equipment, or facilities and for any such acts committed by Grantor in connection with work performed by Grantor and permitted by this Agreement, on or adjacent to the Cable System.

2.6 Grantee's Insurance.

Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until both shall have obtained or cause to be obtained all insurance required under this Section. Said insurance shall be maintained in full force and effect until the completion of reconstruction, and approval thereof by the Grantor.

2.7 Workers' Compensation Insurance.

Grantee shall obtain and maintain Workers' Compensation Insurance for all Grantee's employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation Insurance for all subcontractor's employees, all in compliance with State laws, and to fully protect the Grantor from any and all claims arising out of occurrences on the work. Grantee hereby indemnifies Grantor for any damage resulting to it from failure of either Grantee or any subcontractor to take out and maintain such insurance. Grantee shall provide the Grantor with a certificate of insurance indicating Workers' Compensation coverage prior to commencing reconstruction of the system.

2.8 Security Fund.

(a) Within sixty (60) days of the Resolution adopting this Agreement, Grantee shall establish and provide to Grantor a security fund, as security for the faithful performance by Grantor of all material provisions of this Agreement. The security fund shall consist of two (2) parts. The first part shall be a construction bond, which shall be in the amount of Five Hundred Thousand Dollars (\$500,000), and in a form acceptable to Grantor's City Attorney. The second part shall be in the amount of at least Twenty-Five Thousand Dollars (\$25,000) and it shall be in the form of an irrevocable letter of credit. Such a letter of credit

can be drawn on directly by the City for payment of liquidated damages and the Grantee will replenish it every time a draw-down occurs so as to retain the full Twenty-Five Thousand Dollars (\$25,000). The form of the letter of credit shall be acceptable to the City.

(b) The construction bond shall be maintained at the Five Hundred Thousand Dollar (\$500,000) level until the System upgrade and/or rebuild provided for in Section 3.1 herein is completed, at which time the bond shall be released. The residual portion of the security fund shall be maintained at the Twenty-Five Thousand Dollar (\$25,000) level throughout the term of this Agreement.

(c) The letter of credit may be drawn on by Grantor for those purposes specified in Section 2.9 (d) hereof, according to the procedures of Section 2.9.

(d) Nothing herein shall be deemed a waiver of the normal permit and bonding requirements made of all contractors working within the City's rights-of-way.

2.9 Procedure for Remedying Franchise Violations.

(a) The procedures for remedying Franchise violations or breaches shall be consistent with the procedures of the Ordinance. Grantor, by action of the Mayor, shall first notify Grantee of the violation in writing by personal delivery or registered or certified mail, and demand correction within a reasonable time, which shall not be less than ten (10) days in the case of the failure of the Grantee to pay any sum or other amount due the Grantor under this Agreement or the Ordinance, and thirty (30) days in all other cases. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, the Grantee

shall then be given a written notice of not less than twenty (20) days of a public hearing to be held before the Council. Said notice shall specify the violations alleged to have occurred.

(b) At the public hearing, the Council shall hear and consider all relevant evidence, and thereafter render findings and its decision.

(c) In the event the Council finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from Grantor and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings shall terminate and no penalty or other sanction shall be imposed. In determining whether a violation is material Grantor shall take into consideration the reliability of the evidence of the violation, the nature of the violation and the damage, if any, caused to the Grantor thereby, whether the violation was chronic, and any justifying or mitigating circumstances and such other matters as the Grantor may deem appropriate.

(d) If the Grantor elects to assess liquidated damages then such election shall constitute the Grantor's exclusive remedy for a period of thirty (30) days. Thereafter, if Grantee remains in non-compliance with the requirement of its franchise, then the Grantor may pursue any available remedy.

(e) In the event the Council finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Council may impose liquidated damages, payable from the security fund, of up to One Thousand Dollars (\$1,000) per day or per incident, for unexcused violations of the System upgrade and/or rebuild completion schedule provided in Section 3.1 herein, and up to Two Hundred Dollars (\$200) per day or per incident for all

other violations, provided that all violations of a similar nature occurring at the same time shall be considered one (1) incident.

2.10 Annual Report.

In addition to the requirements of Section 120.26 of the Ordinance, Grantee shall submit a written end-of-the-year report to Grantor of services, changes, customer service and operational and ownership change.

SECTION 3. SYSTEM UPGRADE/REBUILD

3.1 Rebuild.

Grantee shall rebuild, as appropriate, the existing Cable System to provide a capacity of at least eighty (80) channels of video programming corresponding to an upper operating frequency of Seven Hundred Fifty Megahertz (750 Mhz). The construction of the rebuilt Cable System must be completed within thirty-six (36) months after the effective date of this Agreement, using a fiber optic infrastructure and fiber to node architecture. The Cable System, when completed, will be built with the capacity to immediately activate two-way service when services are available and when requested as provided in Section 5.1 of this Agreement. Further, to the extent construction of a node is complete and two-way service to the area served by the node is available, Grantee shall, if needed and requested by City, immediately activate two-way service in accordance with the provision of section 5.1 of this Agreement.

It is understood that technology is changing rapidly. Therefore, Grantee may utilize other technology in the rebuild if such technology upgrades the design and system capacity.

The Grantee has indicated that at the time of this Agreement, it cannot specify the number of channels it will activate on the rebuilt Cable System, however, it is agreed by both the Grantor and Grantee that the purpose of rebuilding the Cable System is to offer more services and programming in future years.

Six (6) months before the completion of the rebuilt Cable System, the Grantee shall notify the Grantor of the number of channels and types of services it intends to activate on the Cable System.

3.2 Emergency Alert Capability.

Within thirty-six (36) months of the effective date of this Agreement, Grantee shall provide the System capability to transmit an emergency alert signal to all participating Subscribers, in the form of a video override capability to permit Grantor to interrupt and cablecast a video message on all channels simultaneously in the event of disaster or public emergency.

3.3 Standby Power.

Within thirty-six (36) months of the effective date of this Agreement, Grantee shall provide standby power generating capacity at the cable communications System control center capable of providing at least three (3) hours of emergency supply. Grantee shall maintain standby power System supplies throughout the major trunk cable networks capable of providing emergency power within the standard limits of commercially available power supply units.

3.4 Parental Control Lock.

Grantee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any channels offered by Grantee.

3.5 Status Monitoring.

Grantee shall provide an automatic status monitoring System or a functional equivalent when the Cable System has been activated for interactive service provided that such status monitoring is technically and economically feasible.

3.6 Technical Standards.

The Federal Communications Commission (FCC) Rules and Regulations, Part 76, Subpart K (Technical Standards), as may be amended from time to time shall apply, to the extent permitted by applicable law.

3.7 Right of Inspection.

Grantor shall have the right to inspect all construction, reconstruction or installation work performed by Grantee under the provisions of the Franchise and other pertinent provisions of law, to ensure Grantee's compliance and to protect the public health, safety and welfare of Grantor's citizens. Grantee shall have the right to be present at such inspections.

3.8 Periodic Evaluation and Review.

Grantor and Grantee acknowledge and agree that the field of cable television is a relatively new and rapidly changing one which may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise Agreement. Therefore, to provide for the maximum degree of flexibility in this Franchise Agreement, and to help achieve a continued, advanced and modern Cable System, the following evaluation and review provisions will apply:

(a) The City may request evaluation and review sessions at any time during the term of this Agreement and Grantee shall cooperate in such review and evaluation; provided, however, there shall not be more than one (1) evaluation and review session during any calendar year.

(b) Topics which may be discussed at any evaluation and review session include, but are not limited to, rates, channel capacity, the System performance, programming, PEG

access, municipal uses of cable, Subscriber complaints, judicial rulings, FCC rulings and any other topics the City or Grantee may deem relevant.

(c) During an evaluation and review session, Grantee shall fully cooperate with the City and shall provide without cost such reasonable information and documents as the City may request to perform the evaluation and review.

(d) If at any time during the evaluation and review, the City reasonably believes there is evidence of inadequate technical performance of the Cable System, the City may require Grantee, at Grantee's expense, to perform appropriate tests and analyses directed toward such suspected technical inadequacies. In making such request, the City shall describe and identify as specifically as possible the nature of the problem and the type of test the City believes to be appropriate. Grantee shall cooperate fully with the City in performing such tests and shall report to the City the results of the tests, which shall include at least:

- (1) a description of the problem in the System performance which precipitated the special tests;
- (2) the System component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, by which the System performance problem was resolved;
- (5) any other information pertinent to said tests and analyses.

(e) As a result of an evaluation and review session, the City or Grantee may determine that a change in the System or in the terms of the Franchise Agreement may be

appropriate. In that event, either the City or the Grantee may propose modifications to the System or the Franchise. Grantee and the City shall, in good faith, review the terms of the proposed change and any proposed amendment to this Franchise Agreement and seek to reach agreement on such change or amendment, when the change or amendment is not inconsistent with the terms of the Franchise Agreement, or with applicable law or regulations, and the change or amendment is technically feasible, economically reasonable and will not result in a material alteration of the rights and duties of the parties under the Franchise Agreement.

SECTION 4. SERVICES AND PROGRAMMING

4.1 Programming.

- (a) Broad Programming categories. Grantee shall provide or enable the provision

of at least the following Initial broad categories of Programming:

- (1) Educational programming;
- (2) News & information;
- (3) Sports;
- (4) General entertainment (including movies);
- (5) Children/family-oriented;
- (6) Arts; culture and performing arts;
- (7) Foreign language;
- (8) Science/documentary;
- (9) Weather information;
- (10) National, state and local government affairs;

- (b) Deletion or reduction of Programming categories.

- (1) Grantee shall not delete or so limit as to effectively delete any broad category of Programming identified in Section 4.1(a) and within its control without the consent of the City or as otherwise authorized by law.
- (2) In the event of a modification proceeding under federal law, the mix and quality of services provided by the Grantee on the effective date of

this Franchise shall be deemed the mix and quality of services required under this Franchise throughout its term.

4.2 Leased Commercial Access.

Grantee shall offer leased commercial access on reasonable terms and conditions and according to applicable law.

4.3 Periodic Subscriber Survey.

(a) Commencing in 1998, at least once every three years, the Grantee shall provide the results of subscriber surveys, to the extent it determines that those results are not confidential. Each questionnaire shall be prepared and conducted in good faith so as to present reasonably reliable measures of Subscriber satisfaction with:

- (1) signal quality;
- (2) response to Subscriber complaints;
- (3) billing practices;
- (4) program services; and
- (5) installation practices.

(b) As a part of each annual report, Grantee shall provide the City with a summary of the results of any survey to the extent the results are not confidential, conducted during the prior year. Grantee shall report in writing what steps Grantee is taking to implement the findings of the survey, such as correcting problems and expanding services.

SECTION 5. SUPPORT FOR LOCAL CABLE USAGE

5.1 Institutional Network.

(a) Upon completion of its rebuild, as described in Section 3.1, and subject to the provisions of this Section, Comcast shall make available capacity, both upstream and downstream on its Cable System sufficient to provide video, voice and data communication services (hereinafter "Telecommunications Services") to both residential and non-residential users. Such capacity shall be known as the "Telecommunications Network". The City shall have access to and use of the Telecommunications Network provided that the Telecommunications Network shall at all times remain the property of Comcast, its successors and assigns and nothing herein nor any use, however, extended, shall be deemed to confer any proprietary right to the Telecommunications Network or any other part of Comcast's facilities.

(b) Telecommunications Services will, upon request of the City, be made available to those City buildings set forth in Exhibit C ("Sites"). Connection and access to the Telecommunications Network shall be provided to Sites within ninety (90) days of the City's request. One drop per Site shall be made without charge for installation of up to one hundred and fifty aerial feet. The City shall be responsible for selecting, purchasing, installing and maintaining any premises equipment necessary for individuals at the Sites to use Telecommunications Network. In addition to the City, Comcast may provide Telecommunications Services to residential and other non-residential subscribers on such terms and at such rates as Comcast may in its discretion determine.

(c) The City shall pay Comcast reasonable access and usage fees for the City's use of the Telecommunications Network. Comcast represents and warrants that all such fees shall be equal to or less than the fees for like telecommunications service tariffed and charged by any other distributor of such services in the Fort Wayne metropolitan area.

(d) Comcast's obligation to provide Telecommunications Services to the Sites hereunder shall be subject to the following conditions: Receipt of all necessary federal, state and local permits, licenses and authorizations to provide Telecommunication Services in the City and the ability for Comcast and the City to comply with all applicable federal, state and local laws, rules and regulations.

(e) Comcast will not pass through, as an external cost to residential subscribers of the cable system, the cost of providing Telecommunication Services to the Sites.

5.2 Public, Educational or Government Access Facilities.

(a) Following completion of the System Upgrade/Rebuild, Grantee shall make available to each of its subscribers who receive some or all of the services offered on the System, reception of at least five (5) access channels which shall be used for non-commercial purposes as follows:

- (1) Channel 6 - Indiana Purdue Fort Wayne (educational access);
- (2) Channel 10 - Allen County Public Library (public access);
- (3) Channel 18 - Government access;
- (4) Channel 20 - Fort Wayne Community Schools (educational access); and
- (5) Additional public access channel.

The channels designated for access shall be provided by Grantee as a part of the Basic Service. The access channels shall be made available by Grantee for use by the City and its citizens in accordance with the rules and procedures established by the City or any lawfully designated person, group, organization or agency authorized by the City for that purpose.

(b) Grantee shall dedicate an additional channel for public, educational or governmental access upon the City's request if any access channel is in continuous use from 8:00 a.m. to 11:00 p.m. for three (3) consecutive months provided, however:

- (1) The use of repeat programming in excess of ten percent of the amount of original programming on that channel, as well as text or character-generated programming shall not be considered a continuous use.
- (2) The access channels shall be considered separately. Continuous use of one channel to capacity as defined in this Section 5.2(b) is sufficient to initiate a request for an additional channel.
- (3) In no event shall Grantee be required to provide in excess of seven (7) access channels total.
- (4) To the extent any access channel is not being used for the provision of non-commercial, public, educational or governmental access purposes, Grantee shall be permitted to use such channel(s) for the provision of other services subject to any reasonable rules established by the City regarding such use.

Grantee's permitted use of any access channel made pursuant to this section shall cease within ninety (90) days of Grantee's receipt of notice

from City that such channel will again be used for public, educational or governmental access.

(c) Notwithstanding the above, Grantee may accommodate a request from the City for additional access capacity made pursuant to Section 5.2(b) by combining more than one access use on a channel provided that

- (1) It is technically and economically feasible for Grantee to do so; and
- (2) The scheduling needs of all users of the channel can be reasonably accommodated; and
- (3) The access entity (IPFW, FWCS, ACPL, City) which requires use of the alternate channel must be able to access the alternate channel from the site where it normally originates playback of its programs and may not be required to transport tapes to a remote site for playback.
- (4) If one of the four access entities identified in Section 5.2(a) is continually using its channel as defined in section 5.2(b) of this Agreement and has additional need for channel capacity to distribute programming four or more hours per day, five days per week for six consecutive weeks, the City may require the Grantee to dedicate an additional access channel for the use by that access entity subject to the limitation imposed by Section 5.2(b)(3).

(d) Origination Points

Grantee shall provide free cable transmission facilities at the below listed origination points for activated return capability. Grantee shall also provide free modulation equipment

to introduce programming onto these transmission facilities by linking the below listed origination points with the headend, or through hubs to the headend, for distribution to all subscribers generally and for distribution to discrete audiences via scrambled signals and decoders. The origination points are as follows:

1. Allen County Public Library
2. Ft. Wayne Community Schools
3. Indiana/Purdue/Ft. Wayne (IPFW) Regional Campus
4. Ft. Wayne City-County Building
5. Ft. Wayne Police Center (new)

Costs of providing said facilities shall not be a credit against payment of the franchise fee imposed under this Franchise Agreement nor a credit against the capital grant provided for in this Franchise Agreement, except as provided for in Section 5.2(e).

(e) Access Equipment and Facilities

Grantee's Responsibility for Equipment. Grantee is responsible for all headend equipment essential to playback of programming, including operation and maintenance, and all equipment necessary to perform those functions.

Grantor's Responsibility for Access. The Grantor shall be responsible for the operation of Access Facilities and Equipment. In this regard Grantor may delegate from time to time its responsibilities to others who then shall assume the responsibility of Grantor in accordance with the Grantor's delegation.

The Grantor will develop reasonable rules regarding use of Access Facilities and Equipment and determine the needs of the City for public, educational and governmental

access services. In this regard the Grantor shall regularly coordinate with Grantee for the purpose of developing and maintaining reasonable Access Facilities.

The Grantor, or persons to whom it delegates responsibility for access, shall have the responsibility to provide funding for operating expenses associated with public, educational and governmental access. Costs for Facilities and Equipment shall be paid for through a Grant Program established by this Agreement and approved by the Grantor.

The Grant Program. During the term of this Agreement, Grantee shall pay Grantor eight hundred thousand dollars (\$800,000) in cash. The Grant may be used by Grantor to purchase, repair, and replace Public, Educational or Governmental Access Facilities. The Grant shall be distributed in accordance with the following plan:

Upon execution of this Agreement, Grantee shall pay Grantor the sum of two hundred fifty thousand dollars (\$250,000). Upon the second anniversary date of the execution of this Agreement, Grantee shall pay Grantor the sum of one hundred thousand dollars (\$100,000). On the third through eleventh anniversary dates of the execution of this Agreement, Grantee shall pay to Grantor the sum of fifty thousand dollars (\$50,000).

5.3 Compliance with Federal Law.

In accepting this Franchise Agreement, the Grantee expressly agrees that the commitments indicated in this Section 5 are knowingly, voluntarily and intelligently entered into and any commitments and/or payments will not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), and such commitments and/or payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation to be paid to the City by Grantee

pursuant to Section 2.2 hereof or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 2.2 hereof.

SECTION 6. REGULATION

6.1 Franchise Regulation.

The Franchise renewed under this Agreement shall be subject to regulation by Grantor in accordance with all of the lawful provisions of the Ordinance.

6.2 Force Majeure.

Neither Grantor nor Grantee shall be liable for damages or subject to penalty due to delay or failure to perform any duty imposed by this Franchise Agreement or by the Ordinance if such delay or failure results directly or indirectly from circumstances beyond the control of such party.

Within thirty (30) days of Grantee's discovery of the event causing such delay or failure, Grantee shall provide Grantor written notice describing the cause of the delay or failure and estimating the period of time in which such delay or nonperformance will be cured.

6.3 Rate Regulation.

If Grantor is permitted under Federal and/or State law, to regulate the rates charged by Grantor, and if Grantor elects to so regulate, Grantor shall establish reasonable procedures consistent with due process and applicable law and follow those procedures before so regulating.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement the
date and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By: *Linda Buskirk*
Linda Buskirk, Chairman
Date: 6/27/95

ATTEST:

Sandra E. Kunchy
_____, City Clerk

(SEAL)

COMCAST CABLEVISION OF FT. WAYNE L.P.

By: *Gary S. Mize*
Date: 7/20/95

(Corporate Seal)

STATE OF IN)
) ss.
COUNTY OF Allen)

The foregoing instrument was acknowledged before me on June 27,
19 95 by Linda Buskirk, the Chairman of the City of
Fort Wayne, on behalf of the City. Board of Public Works

~~~~~  
Carolyn S. Newport  
Notary Public, State of Indiana  
Allen County  
My Commission Expires 06/21/99  
~~~~~

Carolyn S. Newport
Notary Public

STATE OF IN)
) ss.
COUNTY OF Allen)

The foregoing instrument was acknowledged before me on July 20,
1995, by Gary L. Mizga, the Senior Regional V.P. of Comcast
Cablevision of Ft. Wayne L.P., on behalf of the company.

~~~~~  
Teresa Akers  
Notary Public, State of Indiana  
Allen County  
My Commission Expires 12/19/98  
~~~~~

Teresa Akers
Notary Public

EXHIBIT A

OWNERSHIP

COMCAST CABLEVISION OF FT. WAYNE L.P.

This exhibit shall be completed by Grantee with its acceptance of Franchise and shall include at a minimum:

1. Description of ownership;
2. Authority (corporate resolution authorizing execution);
3. Proof of financial qualifications of Grantee to satisfy terms of franchise.

EXHIBIT B

FRANCHISE FEE PAYMENT WORKSHEET

Within sixty (60) days of this Franchise Agreement, Grantor and Grantee shall agree on format of payment worksheet to identify sources of revenue and verification of payments to Grantor.

EXHIBIT C

PUBLIC BUILDINGS

FORT WAYNE FIRE DEPARTMENT

STATION 1:	419 E. Main 46802
STATION 2:	2023 Taylor 46802
STATION 5:	5801 Bluffton Rd. 46809
STATION 6:	1500 W. Coliseum 46808
STATION 7:	1602 Lindenwood 46808
STATION 8:	6035 Rothman 46835
STATION 9:	2530 E. Pontiac 46803
STATION 10:	1245 E. State 46805
STATION 11:	405 E. Rudisill 46806
STATION 12:	5300 S. Anthony 46806
STATION 13:	6900 Red Haw Drive
STATION 14:	3400 Reed Road 46805
FIRE ACADEMY:	2700 Dwenger 46803
FIRE PREVENTION:	305 E. Murray St. 46803

UNIVERSITIES

Concordia Theological Seminary
6600 North Clinton

IPFW
2101 E. Coliseum

Ivy Tech
3800 N. Anthony

IIT
1600 E. Washington Blvd.

St. Francis College
2701 Spring

Taylor University
1025 West Rudisill

POLICE DEPARTMENT

Southgate
334 E. Pettit

Headquarters
1302 E. Creighton

Policy Academy
1903 St. Marys Avenue

Police Substation: 1103 E. Coliseum 46805

CITY GOVERNMENT BUILDINGS

One Main Street

705 E. State Blvd.

1701 S. Lafayette

1100 Griswold Drive

415 E. Wallace

515 E. Wallace

2601 Dwenger Avenue

2225 Dwenger Avenue

1100 S. Calhoun St.

223 W. Main Street

Lawton Park - Clinton & Fourth

ALLEN COUNTY LIBRARIES

900 Webster Street

6600 East State Street

2201 Sherman Blvd.

304 Warsaw

5600 Noll Avenue

1411 East State Blvd.

2200 Lower Huntington Road

CIVIC CENTERS

Botanical Conservatory
1100 South Calhoun

Embassy Theatre
121 West Jefferson

Foellinger Theatre
3109 Sherman Blvd.

Grand Wayne Center
120 West Jefferson

McMillen Ice Rink
2500 Oxford

Memorial Coliseum
4000 Parnell Avenue

Performing Arts Center
303 East Main Street

United Way of Allen County
227 E. Washington Blvd.

YMCA - Central Branch
1020 South Barr

YMCA - Old Fort
2221 Reed

YWCA
2000 North Wells

FORT WAYNE COMMUNITY SCHOOLS

Abbett

4325 Smith

Adams

3000 New Haven Avenue

Anthis Career Center

1200 South Barr

Arlington

8118 Saint Joe Center Road

Blackhawk Middle School

7200 East State Blvd.

Bloomington

1300 Orchard

Brentwood

3710 Stafford Drive

Bunche

1111 Greene

Croninger

6700 Trier Road

Elmhurst Senior High

3829 Sandpoint Road

Fairfield

2825 Fairfield Avenue

Forest Park

2004 Alabama Avenue

Franke Park

282 Mildred Avenue

Geyer Middle

420 East Paulding

Glenwood Park

4501 Vance Avenue

Harrison Hill

355 Cornell Circle

Holland

7000 Red Haw Drive

Indian Village

3835 Wenonah Lane

Irwin

3501 South Anthony Blvd.

Jefferson Middle

5303 Wheelock Road

Kekionga Middle

2929 Engle Road

Lakeside Middle

2100 Lake Avenue

Lane Middle

4901 Vance Avenue

Lincoln

1001 East Cook Road

Lindley

2201 Ardmore Avenue

Maplewood

2200 Maplewood Road

Memorial Park Middle

2200 Maumee Avenue

Miami Middle

8100 Amhurst Drive

Nebraska

1525 Boone

North Side Senior High

475 East State Blvd.

FORT WAYNE COMMUNITY SCHOOLS

Haley
2201 Maplecrest Road

Harris
4501 Thorngate Drive

Portage Middle
3521 Taylor

Price
1901 West State Blvd.

St. Joseph Central
6341 Saint Joe Center Road

Shambaugh
5320 Rebecca Drive

Shawnee Middle
1000 East Cook Road

Snider Senior High
4600 Fairlawn Pass

South Side Senior High
3601 South Calhoun

South Wayne
810 Cottage Avenue

Southern Heights
950 East Fairfax Avenue

Study
2414 Brooklyn Avenue

Ward
3501 Warsaw

Washington
1015 West Washington Blvd.

Northcrest
5301 Archwood Lane

Northrop Senior High
7001 Coldwater Road

Young
1026 East Pontiac

Wayne Senior High
9100 Winchester Road

Waynedale
7201 Elzey

Weisser Park
902 Colerick

CATHOLIC SCHOOLS

Bishop Dwenger High

1300 East Washington Center Road

Bishop Luers High

333 East Paulding Road

Most Precious Blood

1529 Barthold

Queen of Angels

1600 West State Blvd.

Sacred Heart

4643 Gaywood Drive

St. Charles

3700 Reed Road

St. Henry's

3029 East Paulding Road

St. John The Baptist

4500 Fairfield Avenue

St. Joseph

205 Mulberry

St. Jude's

2110 Pemberton Drive

St. Patrick's

2120 South Harrison

St. Therese

2222 Lower Huntington Road

St. Vincent

8753 Auburn Road

LUTHERAN SCHOOLS

Bethlehem-Trinity
3705 South Anthony Blvd.

Concordia Evangelical
4245 Lake Avenue

Emmanuel - St. Michael
1123 Union

Emmaus Lutheran
2320 Broadway

Holy Cross
3425 Crescent Avenue

St. John's Lutheran
725 West Washington Blvd.

St. Paul's
1125 South Barr

Trinity
1636 Saint Marys Avenue

Unity
5401 South Calhoun

Zion
2313 Hanna

Note: Buildings not identified on above list may be included by Grantor's notice to Grantee of the building and location. Grantor shall provide free drop within ninety (90) days after receipt of notice.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1221

SANDRA E. KENNEDY, CITY CLERK

April 12, 1995

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the date of April 15, 1995, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

(Bill No. G-95-04-02) (As Amended)
Notice of Public Hearing
April 25, 1995

Please send us 3 copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

FORT WAYNE COMMON COUNCIL

NOTICE OF A PUBLIC HEARING

BILL NO. G-95-04-02 (AS AMENDED)

NOTICE IS HEREBY GIVEN THAT THE FORT WAYNE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, WILL CONDUCT A PUBLIC HEARING ON TUESDAY, APRIL 25, 1995, AT 5:30 P.M., IN THE COMMON COUNCIL CHAMBERS, ROOM 126, CITY-COUNTY BUILDING, ONE MAIN STREET, FORT WAYNE, INDIANA, CONCERNING THE FOLLOWING:

AN ORDINANCE AMENDING CHAPTER 111
"CABLE COMMUNICATIONS SYSTEM" BY
DELETING THE ENTIRE CHAPTER'S
CONTENTS AND REPLACING WITH "CABLE
TELEVISION REGULATIONS"

THE PUBLIC IS INVITED TO APPEAR BEFORE COMMON COUNCIL AND EXPRESS THEIR VIEWS.

FORT WAYNE COMMON COUNCIL

SANDRA E. KENNEDY
CITY CLERK

"REASONABLE ACCOMMODATIONS" FOR PERSONS WITH A KNOWN DISABLING CONDITION WILL BE CONSIDERED IN ACCORDANCE WITH THE STATE AND FEDERAL LAW. ANY PERSON NEEDING A "REASONABLE ACCOMMODATION" SHOULD NOTIFY PUBLIC INFORMATION OFFICE (219) 427-1120, TTY (219) 427-1200, AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE MEETING.

SANDRA E. KENNEDY
CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1221

SANDRA E. KENNEDY, CITY CLERK

June 19, 1995

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the dates of June 22, 1995, and June 29, 1995, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. G-95-04-02 (as amended)
Cable Television Regulations Ordinance

Please send us 3 copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

LEGAL NOTICE

Notice is hereby given that on the 13th day of
June, 19 95, the Common Council of the City
of Fort Wayne, Indiana, in a Regular Session did pass
the following Bill No. G-95-04-02 (as amended) General
Ordinance No. G-15-95 to-wit:

BILL NO. G-95-04-02- (AS AMENDED)

GENERAL ORDINANCE NO. G-15-95

AN ORDINANCE AMENDING CHAPTER 111
OF THE CITY OF FORT WAYNE, INDIANA,
CODE OF ORDINANCES, ENTITLED "CABLE
COMMUNICATIONS SYSTEM" BY DELETING
THE ENTIRE CHAPTER'S CONTENTS AND
REPLACING THEM WITH "CABLE
TELEVISION REGULATIONS."

WHEREAS, the City of Fort Wayne, Indiana,
pursuant to applicable Federal and State law, is
authorized to grant one or more nonexclusive Franchises
to construct, operate, maintain and reconstruct Cable
Television systems within the City limits; and

WHEREAS, the Common Council of the City of
Fort Wayne, Indiana, finds that the development of
Cable Television systems has the potential of having
great benefit and impact upon the citizens of Fort
Wayne; and

WHEREAS, the Common Council further finds
~~that the public convenience, safety and general welfare~~
can best be served by establishing regulatory powers
which should be vested in the City government or such
persons as the City shall designate.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 111 of the City of
Fort Wayne, Indiana, Code of Ordinances, be amended in
total, as follows:

CHAPTER 111: CABLE TELEVISION REGULATTIONS

SECTION

111.01. INTENT

111.02. DEFINITIONS

111.03. FRANCHISE TO INSTALL AND OPERATE

111.04. FRANCHISE REQUIRED

111.05. TERM OF THE FRANCHISE

- 111.06. FRANCHISE TERRITORY
- 111.07. FEDERAL, STATE AND CITY JURISDICTION
- 111.08. FRANCHISE NON-TRANSFERABLE
- 111.09. PURCHASE BY CITY UPON EXPIRATION OR
REVOCATION
- 111.10. GEOGRAPHICAL COVERAGE
- 111.11. NONEXCLUSIVE FRANCHISE
- 111.12. MULTIPLE FRANCHISES
- 111.13. INITIAL FRANCHISE APPLICATIONS
- 111.14. CONSIDERATION OF INITIAL APPLICATIONS
- 111.15. FRANCHISE RENEWAL
- 111.16. CONSUMER PROTECTION AND SERVICE STANDARDS
- 111.17. RATE REGULATION
- 111.18. FRANCHISE FEE
- 111.19. DESIGN AND CONSTRUCTION REQUIREMENTS
- 111.20. TECHNICAL STANDARDS
- 111.21. TRIMMING OF TREES
- 111.22. USE OF GRANTEE FACILITIES
- 111.23. HOLD HARMLESS
- 111.24. INSURANCE
- 111.25. RECORDS REQUIRED AND GRANTOR'S RIGHT TO
INSPECT
- 111.26. ANNUAL REPORTS
- 111.27. FRANCHISE VIOLATION
- 111.28. FORCE MAJEURE: GRANTEE'S INABILITY TO
PERFORM
- 111.29. ABANDONMENT OR REMOVAL OF FRANCHISE
PROPERTY
- 111.30. EXTENDED OPERATION AND CONTINUITY OF
SERVICES
- 111.31. RECEIVERSHIP AND FORECLOSURE
- 111.32. RIGHTS RESERVED TO GRANTOR
- 111.33. RIGHTS OF INDIVIDUALS
- 111.34. CONFLICTS
- 111.35. SEPARABILITY

SECTION 111.01. INTENT.

a. The City of Fort Wayne, pursuant to applicable Federal and State law, is authorized to grant one or more nonexclusive Franchises to construct, operate, maintain and reconstruct Cable Television Systems within the City limits.

b. The City Council finds that the development of Cable Television Systems has the potential of having great benefit and impact upon the residents of Fort Wayne. Because of the complex and rapidly changing technology associated with cable television, the City Council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City or such Persons as the City shall designate. It is the intent of this Chapter and subsequent amendments to provide for and specify the means to attain the best possible cable television service to the public and any Franchises issued pursuant to this Chapter shall be deemed to include this finding as an integral part thereof.

SECTION 111.02. DEFINITIONS.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 111.02. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

a. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.

b. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and as may, from time to time, be amended.

c. "Cable Television System", "System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

2. A facility that serves only Subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any public rights-of-way;

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of

47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System to the extent such facility whether on a common carrier basis or otherwise is used in the transmission of video programming directly to Subscribers; or

4. Any facilities of any electric utility used solely for operating its electric utility System.

d. "Cable Service" means:

1. The one-way transmission to Subscribers of video programming or other programming service; and

2. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

e. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

f. "Council" means the City Council of the City of Fort Wayne.

g. "Franchise" means an initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

h. "Franchise Agreement" means a Franchise granted pursuant to this Chapter, containing the specific provisions of the Franchise granted, including references, specifications, requirements and other related matters.

i. "Franchise Fee" means any tax, fee or assessment of any kind imposed by the City or other governmental entity on a Grantee or cable Subscriber, or both, solely because of their status as such. The term "Franchise Fee" does not include: (i) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise Agreement to be incurred by the cable operator for public, educational, or governmental Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

j. "Grantee" means any Person receiving a Franchise pursuant to this Chapter and its agents, employees, officers, designees, or any lawful successor, transferee or assignee.

k. "Grantor" or "City" means the City of Fort Wayne, as represented by the Council or any delegate acting within the scope of its jurisdiction.

1. "Gross Annual Revenues" means all revenues derived directly or indirectly by the Grantee or any Person in which the Grantee has a financial interest from or in connection with the operation of the System pursuant to a Franchise granted hereunder, except it shall not include bad debt, sales tax or other taxes or charges imposed on Grantee in addition to its Franchise obligations and collected for direct pass-through to State or federal government.

m. "Initial Service Area" means the area of the City which will receive Cable Service initially, as set forth in any Franchise Agreement.

n. "Installation" means the connection of the System to Subscribers' terminals, and the provision of Cable Service.

o. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

p. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

q. "Person" means any natural Person or any association, firm, individual, partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

r. "Public, Educational or Government Access Facilities" or "PEG Access Facilities" means:

1. Channel capacity designated for public, educational, or governmental use; and

2. Facilities and equipment for the use of such Channel capacity.

s. "Section" means any Section, subsection, or provision of this Chapter.

t. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise specified in the Franchise Agreement.

u. "Service Interruption" means the loss of picture or sound on one or more Cable Channels affecting at least 10 (ten) percent % of the subscribers on the System.

v. "State" means the State of Indiana.

w. "Street" means each of the following which have been dedicated to the public or are hereafter

dedicated to the public and maintained under public authority or by others and located within the City limits: Streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas that the Grantor shall permit to be included within the definition of Street from time to time.

x. "Subscriber" means any Person who or which lawfully elects to subscribe to, for any purpose, a service provided by the Grantee by means of or in connection with the Cable System and who pays the charges therefore, except such Persons or entities authorized to receive a service without charge as described in the Franchise Agreement.

SECTION 111.03. FRANCHISE TO INSTALL AND OPERATE.

A Franchise granted by the City under the provisions of this Chapter shall encompass the following purposes:

a. To engage in the business of providing Cable Service, and such other services as may be permitted by the Franchise Agreement.

b. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of a Cable System in, on, over, under, upon, along and across Streets or other public places within the designated Service Area.

c. To maintain and operate said Franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals for the delivery of Cable Services and any other services permitted by the Franchise Agreement.

d. To set forth the obligations of a Grantee under the Franchise Agreement.

SECTION 111.04. FRANCHISE REQUIRED.

It shall be unlawful for any Person to construct, install or operate a Cable Television System in the City within any Street without a properly granted Franchise awarded pursuant to the provisions of this Chapter.

SECTION 111.05. TERM OF THE FRANCHISE.

a. A Franchise granted hereunder shall be for a term established in the Franchise Agreement, commencing on the Grantor's adoption of an ordinance or resolution authorizing the Franchise.

b. A Franchise granted hereunder may be renewed upon application by the Grantee pursuant to the provisions of applicable State and Federal law and of this Chapter.

SECTION 111.06. FRANCHISE TERRITORY.

Any Franchise shall be valid within all the territorial limits of the City, and within any area added to the City during the term of the Franchise, unless otherwise specified in the Franchise Agreement.

SECTION 111.07. FEDERAL, STATE AND CITY JURISDICTION.

a. This Chapter shall be construed in a manner consistent with all applicable Federal and State laws.

b. In the event that the State or Federal government discontinues preemption in any area of cable communications over which it currently exercises jurisdiction in such manner as to expand rather than limit municipal regulatory authority, Grantor may, if it so elects, adopt rules and regulations in these areas to the extent permitted by law.

c. This Chapter shall apply to all Franchises granted or renewed after the effective date of this Chapter. It shall further apply to the extent permitted by applicable Federal or State law to all existing Franchises granted prior to the effective date of this Chapter.

d. Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power.

e. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Chapter or any Franchise granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

f. This Chapter and any Franchise granted pursuant to this Chapter shall be construed and enforced in accordance with the substantive laws of the State of Indiana.

SECTION 111.08. FRANCHISE NON-TRANSFERABLE.

a. Grantee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior consent of the Council which consent shall not be unreasonably denied or delayed and shall be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform its obligations under the Franchise Agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Franchise and/or Cable System without the consent of the Council shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a

corporation, partnership or other entity controlling, controlled by or under common control with Grantee.

b. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this Section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in Grantee; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee so as to create a new controlling interest in Grantee; and (iv) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee and/or the System. The term "Controlling Interest" as used herein means majority equity ownership of the Grantee.

c. Except as provided below, no Grantee may sell or otherwise transfer ownership in a Franchise and/or Cable System within a 36-month period following either the acquisition or initial construction of said System by Grantee. In the case of a sale of multiple Systems, if the terms of the sale require the buyer to subsequently transfer ownership of one or more such Systems to one or more third parties, such transfer shall be considered a part of the initial transaction. The above-described 36-month holding period shall not apply to: (1) any transfer of ownership interest in any Franchise and/or Cable System which is not subject to federal income tax liability; (2) any sale required by operation of any law or any act of any agency, any State or political subdivision or the City; or (3) any sale, assignment, or transfer, to one or more purchasers, assignees, or transferees controlled by, controlling, or under common control with, the seller, assignor, or transferor.

d. In the case of any sale or transfer of ownership of any Franchise and/or Cable System after the 36-month period following acquisition of such System, the City shall have 111 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Chapter and such other reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within 111 days from receipt by the City of all required information, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

e. Grantee shall notify Grantor in writing of any foreclosure or any other judicial sale of all or a substantial part of the Franchise property of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notification shall be considered by Grantor as notice that a change in control of ownership of the Franchise has taken place and the provisions under this Section governing the consent of Grantor to such change in control of ownership shall apply.

1 f. For the purpose of determining whether it
2 shall consent to such change, transfer, or acquisition
3 of control, Grantor may inquire into the qualifications
4 of the prospective transferee or controlling party, and
5 Grantee shall assist Grantor in any such inquiry. In
6 seeking Grantor's consent to any change of ownership or
7 control, Grantee shall have the responsibility of
8 insuring that the transferee completes an application
9 in form and substance reasonably satisfactory to
10 Grantor, which application shall include the
11 information required under State and federal law as
12 well as under Subsections a. through h. of Section 1.13
13 of this Chapter. An application, acceptable to the
14 City, shall be submitted to Grantor not less than
15 ninety (90) days prior to the date of transfer. The
16 transferee shall be required to establish that it
17 possesses the legal, technical and financial
18 qualifications to operate and maintain the System and
19 comply with all Franchise requirements for the
20 remainder of the term of the Franchise. If, after
21 considering the legal, financial, character and
22 technical qualities of the applicant and determining
23 that they are satisfactory, the Grantor finds that such
24 transfer is acceptable, the Grantor shall transfer and
25 assign the rights and obligations of such Franchise.
26 The consent of the Grantor to such transfer shall not
27 be unreasonably denied.

14 g. Any financial institution having a pledge of
15 the Grantee or its assets for the advancement of money
16 for the construction and/or operation of the Franchise
17 shall have the right to notify the Grantor that it or
18 its designee satisfactory to the Grantor shall take
19 control of and operate the Cable Television System, in
20 the event of a Grantee default in its financial
21 obligations. Further, said financial institution shall
22 also submit a plan for such operation within thirty
23 (30) days of assuming such control that will insure
24 continued service and compliance with all Franchise
25 requirements during the term the financial institution
26 exercises control over the System. The financial
27 institution shall not exercise control over the System
28 for a period exceeding one (1) year unless extended by
29 the Grantor in its discretion and during said period of
30 time it shall have the right to petition the Grantor to
31 transfer the Franchise to another Grantee.

24 SECTION 111.09. PURCHASE BY CITY UPON EXPIRATION OR
25 REVOCATION.

26 a. If, subject to the provisions of the Cable
27 Act, a renewal of a Franchise is denied, the City may
28 purchase to the extent permitted by local law and upon
29 payment to the Grantee of the Cable Systems' fair
30 market value as a going concern, exclusive of any value
31 allocated to the Franchise itself, that portion of
32 Grantee's Cable System serving the City of Fort Wayne.

30 b. Subject to the Cable Act, if a Franchise is
31 revoked for cause, the City may, to the extent
32 permitted by local law, acquire that portion of the
Cable System serving the City of Fort Wayne upon
payment of an equitable price.

SECTION 111.10. GEOGRAPHICAL COVERAGE.

a. Grantee shall design, construct and maintain
the Cable Television System to have the capability to

pass every dwelling unit in the Service Area, subject to any line extension requirements of the Franchise Agreement.

b. After service has been established by activating trunk and/or distribution cables for any part of the Service Area, Grantee shall provide Cable Service to any requesting Subscriber within that Service Area within thirty (30) days from the date of request, provided that the Grantee is able to secure all rights-of-way necessary to extend service to such Subscriber within such thirty (30) day period on reasonable terms and conditions.

SECTION 111.11. NONEXCLUSIVE FRANCHISE.

Any Franchise granted shall be nonexclusive. The Grantor specifically reserves the right to grant, at any time, such additional Franchises for a Cable Television System or any component thereof, as it deems appropriate, subject to applicable State and Federal law, provided, however, that no Franchise shall be granted on terms materially less burdensome or more favorable than any other Franchise granted hereunder.

SECTION 111.12. MULTIPLE FRANCHISES.

a. Grantor may grant one or more Franchises for a Service Area. Grantor may, in its sole discretion, limit the number of Franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations; such as:

1. The capacity of the public rights-of-way to accommodate multiple coaxial cables in addition to the cables, conduits and pipes of the utility Systems, such as electrical power, telephone, gas and sewerage.

2. The impact on the community of having multiple Franchises.

3. The disadvantages that may result from Cable System competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the rights-of-way.

4. The financial capabilities of the applicant and its guaranteed commitment to make necessary investment to erect, maintain and operate the proposed System for the duration of the Franchise term.

b. Each Grantee awarded a Franchise to serve the entire City shall offer service to all residences in the City, in accordance with construction and service schedules mutually agreed upon between Grantor and Grantee, and consistent with applicable law.

c. Developers of new residential housing with underground utilities shall provide conduit to accommodate cables for at least two (2) Cable Systems in accordance with the provisions of Section 1.19.d.

d. Grantor may require that any new Grantee be responsible for its own underground trenching and the

costs associated therewith, if, in Grantor's opinion, the rights-of-way in any particular area cannot feasibly and reasonably accommodate additional cables.

e. Any additional Franchise granted by the City to provide Cable Service in a part of the City in which a Franchise has already been granted and where an existing Grantee is providing service shall require the new Grantee to provide service throughout its Service Area within a reasonable time and in a sequence which does not discriminate against lower income residents.

SECTION 111.13. INITIAL FRANCHISE APPLICATIONS.

Any Person desiring an initial Franchise for a Cable Television System shall file an application with the City. A reasonable nonrefundable application fee established by the City shall accompany the application or renewal application. Such application fee shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), and such payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement, or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement.

An application for an initial Franchise for a Cable Television System shall contain, where applicable:

a. A statement as to the proposed Franchise and Service Area.

b. Resume of prior history of applicant, including the legal, technical and financial expertise of applicant in the cable television field.

c. List of the partners, general and limited, of the applicant, if a partnership, or the percentage of stock owned or controlled by each shareholder, if a corporation.

d. List of officers, directors and managing employees of applicant, together with a description of the background of each such Person;

e. The names and addresses of any parent or subsidiary of applicant or any other business entity owning or controlling applicant in whole or in part, or owned or controlled in whole or in part by applicant;

f. A current financial statement of applicant verified by a CPA audit or otherwise certified to be true, complete and correct to the reasonable satisfaction of the City;

g. Proposed construction and service schedule.

h. Any additional information that the City deems applicable.

SECTION 111.14. CONSIDERATION OF INITIAL APPLICATIONS.

a. Upon receipt of any application for an initial Franchise, the Mayor shall prepare a report and make his recommendations respecting such application to the City Council.

b. A public hearing shall be set prior to any initial Franchise grant, at a time and date approved by the Council. Within thirty (30) days after the close of the hearing, the Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions. The Council may grant one (1) or more initial Franchises, or may decline to grant any Franchise.

SECTION 111.15. FRANCHISE RENEWAL.

Franchise renewals shall be in accordance with applicable law including, but not necessarily limited to, the Cable Communications Policy Act of 1984, as amended. Grantor and Grantee, by mutual consent, may enter into renewal negotiations at any time during the term of the Franchise.

SECTION 111.16. CONSUMER PROTECTION AND SERVICE STANDARDS.

a. Except as otherwise provided in the Franchise Agreement, Grantee shall maintain a local office or offices to provide the necessary facilities, equipment and Personnel to comply with the following consumer protection standards under Normal Operating Conditions:

1. Cable System office hours and telephone availability:

(i) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers 24 hours a day, seven (7) days a week.

(A) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(B) After Normal Business Hours, the access line may be answered by a service or an automated response System, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(ii) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

1 (iii) The Grantee will not be
2 required to acquire equipment or perform
3 surveys to measure compliance with the
4 telephone answering standards above unless an
5 historical record of complaints indicates a
6 clear failure to comply.

7 (iv) Under Normal Operating Conditions,
8 the customer will receive a busy signal less
9 than three percent (3%) of the time.

10 (v) Customer service center and bill
11 payment locations will be open at least
12 during Normal Business Hours and will be
13 conveniently located.

14 2. Installations, outages and service
15 calls. Under Normal Operating Conditions, each of
16 the following four standards will be met no less
17 than ninety-five percent (95%) of the time
18 measured on a quarterly basis:

19 (i) Standard Installations will be
20 performed within seven (7) business days
21 after an order has been placed. "Standard"
22 Installations are those that are located up
23 to 125 feet from the existing distribution
24 System.

25 (ii) Excluding conditions beyond the
26 control of Grantee, Grantee will begin
27 working on "Service Interruptions" promptly
28 and in no event later than 24 hours after the
29 interruption becomes known. The Grantee must
30 begin actions to correct other service
31 problems the next business day after
32 notification of the service problem.

(iii) At the subscriber's request,
the "appointment window" alternatives for
Installations, service calls, and other
Installation activities will be within a two
to four hour time block during Normal
Business Hours. (The Grantee may schedule
service calls and other Installation
activities outside of Normal Business Hours
for the express convenience of the customer.)

(iv) Grantee may not cancel an
appointment with a customer after the close
of business on the business day prior to the
scheduled appointment.

(v) If Grantee's representative is
running late for an appointment with a
customer and will not be able to keep the
appointment as scheduled, the customer will
be contacted. The appointment will be
rescheduled, as necessary, at a time which is
convenient for the customer.

3. Communications between Grantee and cable
Subscribers:

(i) Notifications to Subscribers:

(A) The Grantee shall provide
written information on each of the
following areas at the time of
Installation of service, at least

annually to all Subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the Cable Service;

(5) Channel positions programming carried on the System; and

(6) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(B) Customers will be notified of any changes in rates, programming services or Channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

(ii) Billing:

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(iii) Refund: Refund checks will be issued promptly, but no later than either:

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the Grantee if service is terminated.

(iv) Credits: Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

SECTION 111.17. RATE REGULATION.

The City reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent permitted by federal or State law. The Grantee shall be subject to the rate regulation provisions provided for herein, and those of the Federal Communications Commission (FCC) at 47 C.F.R., Part 76.900, Subpart N. The City shall follow the rules relating to cable rate regulation promulgated by the FCC at 47 C.F.R., Part 76.900, Subpart N.

SECTION 111.18. FRANCHISE FEE.

a. Following the issuance and acceptance of a Franchise, the Grantee shall pay to the Grantor a Franchise Fee in the amount set forth in the Franchise Agreement.

b. The Grantor, on an annual basis, shall be furnished a statement within sixty (60) days of the close of the calendar year, certified by an officer of the Grantee or audited by a Certified Public Accountant, reflecting the total amounts of Gross Annual Revenues and all payments, and computations for the previous calendar year. Upon ten (10) days prior written notice, Grantor shall have the right to conduct an independent audit of Grantee's records, in accordance with Generally Accepted Accounting Principles and if such audit indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all reasonable costs of such an audit.

c. Except as otherwise provided by law, no acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a Franchise Fee under this Chapter or any Franchise Agreement or for the performance of any other obligation of the Grantee.

d. In the event that any Franchise Fee payment or recomputed amount is not made on or before the dates specified in the Franchise Agreement, Grantee shall pay as additional compensation an interest charge, computed from such due date, at an annual rate equal to the prime lending rate plus one and one-half percent (1-1/2%) during the period for which payment was due.

e. Franchise Fee payments shall be made in accordance with the schedule indicated in the Franchise Agreement.

SECTION 111.19. DESIGN AND CONSTRUCTION REQUIREMENTS.

a. Grantee shall not construct any Cable System facilities until Grantee has secured the necessary permits from Grantor, or other cognizant public agencies.

b. In those areas of the City where transmission or distribution facilities of all the public utilities

providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

c. In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost. Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures.

d. In new residential developments in which all the electric power and telephone utilities are underground, the following procedure shall apply with respect to access to and utilization of underground easements:

1. The developer shall be responsible for contacting and surveying all Franchised cable operators to ascertain which operators desire (or, pursuant to the terms and provisions of this Chapter and any Franchise Agreement, may be required) to provide Cable Service to that development. The developer may establish a reasonable deadline to receive cable operator responses. The final development map shall indicate the cable operators that have agreed to serve the development.

2. If one (1) or two (2) cable operators wish to provide service, they shall be accommodated in the joint utilities trench on a nondiscriminatory shared basis. If fewer than two (2) operators indicate interest, the developer shall provide conduit to accommodate two (2) sets of cable television cables and dedicate to the City any initially unoccupied conduit. The developer shall be entitled to recover the cost of such initially unoccupied conduit in the event that Grantor subsequently leases or sells occupancy or use rights to any Grantee.

3. The developer shall provide at least ten (10) working days notice of the date that utility trenches will be open to the cable operators that have agreed to serve the development. When the trenches are open, cable operators shall have two (2) working days to begin the Installation of their cables, and five (5) working days after beginning Installation to complete Installation.

4. The final development map shall not be approved until the developer submits evidence that:

A. It has notified each Grantee that underground utility trenches are to open as of an estimated date, and that each Grantee will be allowed access to such trenches, including trenches from proposed Streets to individual homes or home sites, on specified nondiscriminatory terms and conditions; and

1 B. It has received a written
2 notification from each Grantee that the
3 Grantee intends to install its facilities
4 during the open trench period on the
5 specified terms and conditions, or such other
6 terms and conditions as are mutually
7 agreeable to the developer and Grantee, or
8 has received no reply from a Grantee within
9 ten (10) days after its notification to such
10 Grantee, in which case the Grantee will be
11 deemed to have waived its opportunity to
12 install its facilities during the open trench
13 period.

14 5. Sharing the joint utilities trench shall
15 be subject to compliance with State regulatory
16 agency and utility standards. If such compliance
17 is not possible, the developer shall provide a
18 separate trench for the cable television cables,
19 with the entire cost shared among the
20 participating cable operators. With the
21 concurrence of the developer, the affected
22 utilities and the cable operators, alternative
23 installation procedures, such as the use of deeper
24 trenches, may be utilized, subject to applicable
25 law.

26 6. Any cable operator wishing to serve an
27 area where the trenches have been closed shall be
28 responsible for its own trenching and associated
29 costs and shall repair all property to the
30 condition which existed prior to such trenching.

31 7. In the event that more than one
32 Franchise is awarded, the City reserves the right
to limit the number of drop cables and/or
pedestals per residence, or to require that the
drop cable(s) and/or pedestals(s) be utilized only
by the cable operator selected by the resident to
provide service.

33 SECTION 111.20. TECHNICAL STANDARDS.

34 a. The Grantee shall construct, install, operate
35 and maintain its System in a manner consistent with all
36 applicable laws, ordinances, construction standards,
37 governmental requirements, Federal Communications
38 Commission technical standards, and any standards set
39 forth in its Franchise Agreement. In addition, the
40 Grantee shall provide to the Grantor, upon request, a
41 written report of the results of the Grantee's periodic
42 proof of performance tests conducted pursuant to
43 Federal Communications Commission standards and
44 guidelines.

45 b. Repeated and verified failure to maintain
46 specified technical standards shall constitute a
47 material Franchise violation.

48 c. All construction practices shall be in
49 accordance with all applicable Sections of the
50 Occupational Safety and Health Act of 1970, as amended,
51 as well as all other applicable local, State and
52 federal laws and regulations.

53 d. All Installation of electronic equipment
54 shall be installed in accordance with the provisions of
55 the National Electrical and Safety Code and National

Electrical Code, as amended, and as may from time to time be amended.

e. Antennae and their supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local, State and federal laws and regulations.

f. All of Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the City may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

g. Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

SECTION 111.21. TRIMMING OF TREES.

Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. City representatives shall have authority to supervise and approve all trimming of trees conducted by Grantee.

SECTION 111.22. USE OF GRANTEE FACILITIES.

The City shall have the right to install and maintain, free of charge, upon the poles and within the underground pipes and conduits of Grantee, any wires and fixtures desired by the City to the extent that such Installation and maintenance does not interfere with existing operations of Grantee.

SECTION 111.23. HOLD HARMLESS.

a. Grantee shall indemnify, hold harmless, release and defend the City, its officers, boards, commissions, agents and employees from and against any and all lawsuits, claims, causes of action, actions, liability, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and costs or liabilities of any nature that may be asserted by any Person resulting or in any manner arising from the action or inaction of the Grantee in constructing, operating, maintaining, repairing or removing the System, in carrying on Grantee's business or operations in the City or in exercising or failing to exercise any right or privilege granted by the Franchise. This

1 indemnity shall apply, without limitation, to any
2 action or cause of action for invasion of privacy,
3 defamation, antitrust, errors and omissions, theft,
4 fire, violation or infringement of any copyright,
5 trademark, trade names, service mark or patent, or any
6 other right of any Person, firm or corporation, whether
7 or not any act or omission complained of is authorized,
8 allowed or prohibited by this Article or any Franchise
9 Agreement, but shall not include any claim or action
10 arising out of the actions or omissions of City
11 officers, employees or agents or related to any City
12 programming or other access programming for which the
13 Grantee is not legally responsible.

14 b. The City shall promptly notify Grantee of any
15 claims subject to indemnification by Grantee and shall
16 cooperate with all reasonable requests by Grantee for
17 information, documents, testimony or other assistance
18 appropriate to a resolution of such claims. Grantee
19 shall have full responsibility for and control of any
20 action or undertaking directed at the resolution of
21 such claims.

22 SECTION 111.24. INSURANCE.

23 Grantee shall provide insurance as specified in
24 the Franchise Agreement.

25 SECTION 111.25. RECORDS REQUIRED AND GRANTOR'S 26 RIGHT TO INSPECT.

27 a. Grantee shall at all times maintain:

28 1. A full and complete set of plans,
29 records and "as-built" maps showing the location
30 of the Cable Television System installed or in use
31 in the City, exclusive of Subscriber service drops
32 and equipment provided in Subscribers' homes.

1 2. If requested by Grantor, a summary of
2 service calls, identifying the number, general
3 nature and disposition of such calls, on a monthly
4 basis. A summary of such service calls shall be
5 submitted to the Grantor within thirty (30) days
6 following its request in a form reasonably
7 acceptable to the Grantor.

8 b. Upon forty-eight hours written notice, and
9 during Normal Business Hours, Grantee shall permit
10 examination by any duly authorized representative of
11 the Grantor, of all Franchise property and facilities,
12 together with any appurtenant property and facilities
13 of Grantee situated within or without the City, and all
14 records relating to the Franchise, provided they are
15 necessary to enable the Grantor to carry out its
16 regulatory responsibilities under local, State and
17 federal law, this Chapter and the Franchise Agreement.
18 Such records include, all books, records, maps, plans,
19 financial statements, service complaint logs,
20 performance test results, records of request for
21 service, and other like materials of Grantee. Grantee
22 shall have the right to be present at any such
23 examination.

24 c. If any of the records described in the
25 previous subsection are proprietary in nature or must
26 be kept confidential by State, federal or local law,
27 upon proper request by Grantee, such information

obtained during such an inspection shall be treated as confidential, making it available only to those Persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

d. Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of or relating to Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting the Cable System authorized pursuant to this Chapter and any Franchise shall be made available to the City upon request. Copies of responses from the regulatory agencies to Grantee shall likewise be furnished to the City upon request.

SECTION 111.26. ANNUAL REPORTS.

a. Grantee shall submit a written end of the year report to Grantor with respect to the preceding calendar year containing the following information:

1. A Summary of the previous year's (or in the case of the initial reporting year, the initial year's) activities in development of the Cable System, including but not limited to, services begun or discontinued during the reporting year;

2. A list of Grantee's officers, members of its board of directors, and other principals of Grantee;

3. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Grantee;

4. Information as to the number of Subscribers and the number of basic and pay service Subscribers.

5. The City, including its agents and representatives, shall have the authority, during Normal Business Hours, to arrange for and conduct an inspection of Annual Reports required pursuant to this Ordinance or a Franchise Agreement. The City shall give the Grantee twenty-four (24) hours written notice of the inspection request.

If the requested information is proprietary in nature or must be kept confidential by State, federal or local law, upon proper request by Grantee, such information obtained during such an inspection shall be treated as confidential, making it available only to those Persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

b. All reports and records required under this Chapter shall be furnished at the sole expense of

Grantee, except as otherwise provided in this Chapter or the Franchise Agreement.

SECTION 111.27. FRANCHISE VIOLATION.

If Grantee fails to perform in a timely manner any material obligation required by this Chapter or a Franchise granted hereunder, following notice from the Grantor and an opportunity to cure such nonperformance, Grantor may act to remedy such violation in accordance with the following procedures:

Grantor shall notify Grantee of any alleged material violation in writing by Personal delivery or registered or certified mail, and demand correction within a reasonable time, which shall not be less than ten (10) days in the case of the failure of the Grantee to pay any sum or other amount due the Grantor under this Chapter or the Grantee's Franchise and thirty (30) days in all other cases. If Grantee fails either to correct the violation within the time prescribed or to commence correction of the violation within the time prescribed and thereafter diligently pursue correction of such violation, the Grantor shall then give written notice of not less than twenty (20) days of a public hearing to be held before the Council. Said notice shall specify the violations alleged to have occurred. At the public hearing, the Council shall hear and consider relevant evidence and thereafter render findings and its decision. In the event the Council finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation after notice thereof from Grantor and is not diligently proceeding to fully remedy such violation, the Council may revoke the Franchise or impose any other penalty permitted by the Franchise agreement.

SECTION 111.28. FORCE MAJEURE: GRANTEE'S INABILITY TO PERFORM.

In the event Grantee's performance of any of the terms, conditions or obligations required by this Chapter or a Franchise granted hereunder is prevented by a cause or event not within Grantee's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Section, causes or events not within the control of Grantee shall include without limitation acts of God, strikes, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.

SECTION 111.29. ABANDONMENT OR REMOVAL OF FRANCHISE PROPERTY.

a. In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that Franchise property.

b. Grantor, upon such terms as Grantor may impose, may give Grantee permission to abandon, without

removing, any System facility or equipment laid, directly constructed, operated or maintained under the Franchise. Unless such permission is granted or unless otherwise provided in this Chapter, the Grantee shall remove all abandoned above-ground facilities and equipment upon receipt of written notice from Grantor and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. Grantor shall have the right to inspect and approve the condition of the public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in the Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this Section.

c. Upon abandonment of any Franchise property in place, the Grantee, if required by the Grantor, shall submit to Grantor an instrument, satisfactory in form to the Grantor, transferring to the Grantor the ownership of the Franchise property abandoned.

d. At the expiration of the term for which the Franchise is granted, or upon its revocation or earlier expiration, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all above-ground portions of the Cable Television System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

e. Notwithstanding anything to the contrary set forth in this Chapter, the Grantee may abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable Grantee.

SECTION 111.30. EXTENDED OPERATION AND CONTINUITY OF SERVICES

Upon either expiration or revocation of the Franchise, the Grantor shall have discretion to permit and/or require Grantee to continue to operate the Cable Television System for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. Grantee shall continue to operate the System under the terms and conditions of this Chapter and the Franchise and to provide the regular Subscriber service and any and all of the services that may be provided at that time.

SECTION 111.31. RECEIVERSHIP AND FORECLOSURE.

a. A Franchise granted hereunder shall, at the option of Grantor, cease and terminate one hundred

twenty (111) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (111) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (111) days after their election or appointment, fully complied with all the terms and provisions of this Chapter and the Franchise granted pursuant hereto, and the receivership or trustees within said one hundred twenty (111) days shall have remedied all the faults under the Franchise or provided a plan for the remedy of such faults which is satisfactory to the Grantor; and (2) such receivers or trustees shall, within said one hundred twenty (111) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the Franchise granted.

b. In the case of a foreclosure or other judicial sale of the Franchise property, or any material part thereof, Grantor may serve notice of termination upon Grantee and the successful bidder at such sale, in which the event the Franchise granted and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after service of such notice, unless (1) Grantor shall have approved the transfer of the Franchise, as and in the manner that this Chapter provides; and (2) such successful bidder shall have covenanted and agreed with Grantor to assume and be bound by all terms and conditions of the Franchise.

SECTION 111.32. RIGHTS RESERVED TO GRANTOR.

a. In addition to any rights specifically reserved to the Grantor by this Chapter, the Grantor reserves to itself every right and power which is required to be reserved by a provision of any ordinance or under the Franchise.

b. The Grantor shall have the right to waive any provision of the Franchise, except those required by Federal or State regulation, if the Grantor determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the Subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the Grantor. Waiver of any provision in one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the Franchise unless the statement so recites.

SECTION 111.33. RIGHTS OF INDIVIDUALS.

a. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other applicable Federal, State and local laws and regulations, relating to nondiscrimination.

b. Grantee shall adhere to the applicable equal employment opportunity requirements of Federal, State and local regulations, as now written or as amended from time to time.

c. Neither Grantee, nor any Person, agency, or entity shall, without the Subscriber's consent, tap or arrange for the tapping, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose except routine maintenance of the System, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

d. In the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting therefrom, Grantee shall take reasonable steps to prevent the invasion of a Subscriber's or general citizen's right of privacy or other Personal rights through the use of the System as such rights are delineated or defined by applicable law. Grantee shall not, without lawful court order or other applicable valid legal authority, utilize the System's interactive two-way equipment or capability for unauthorized Personal surveillance of any Subscriber or general citizen.

e. No cable line, wire amplifier, converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his predecessor has granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not be required to obtain the written permission of the owner for the Installation of cable television equipment.

SECTION 111.34. CONFLICTS.

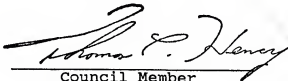
In the event of a conflict between any provision of this Ordinance and a Franchise Agreement entered pursuant to it, the provisions of this Ordinance shall control, except as may be specifically otherwise provided in the Franchise Agreement.

SECTION 111.35. SEPARABILITY.

If any provision of this Chapter is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation,

1 said provision shall thereupon return to full force and
2 effect and shall thereafter be binding on Grantor and
3 Grantee, provided that Grantor shall give Grantee
4 thirty (30) days written notice of such change before
5 requiring compliance with said provision or such longer
6 period of time as may be reasonably required for
7 Grantee to comply with such provision.

8 SECTION 2. That this Ordinance shall be in
9 full force and effect from and after its passage and
any and all necessary approval by the Mayor and
publication thereof.


Council Member
THOMAS C. HENRY

Read the third time in full and on motion by Henry, and duly adopted, placed
on its passage. PASSED by the following vote:

AYES: Seven
Edmonds, Henry, Long, Lunsey, Ravine, Schmidt, Talarico
NAYS: None
ABSTAINED: None
ABSENT: Two
Bradbury, GiaQuinta

DATED: 6-13-95

Sandra E. Kennedy
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as General Ordinance No. G-15-95 on the 13th day of June, 1995

ATTEST

SEAL

Sandra E. Kennedy
City Clerk

Don J. Schmidt
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of June, 1995, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
City Clerk

Approved and signed by me this 14th day of June, 1995, at the hour of
1:00 o'clock P.M., E.S.T.

Paul Helmke
Mayor

I, The Clerk of the City of Fort Wayne, Indiana do hereby certify
that the above and foregoing is a full, true and complete copy of
General Ordinance No. G-15-95,
passed by the Common Council on the 13th day of
June, 1995, and that said Ordinance was
duly signed and approved by the Mayor on the 14th day of
June, 1995, and now remains on file and
on record in my office.

WITNESS my hand, and the official seal of the City of Fort Wayne,
Indiana, this 14th day of June, 1995.

SEAL


SANDRA E. KENNEDY, CITY CLERK

ness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public utility poles in place as a condition as that Grantee shall remove all such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. Grantor shall have the right to inspect and approve the condition of the public ways, public utility poles, poles, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in the Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this Section.

c. Upon abandonment of any Franchise property in place, the Grantee, if required by the Grantor, shall submit to the Grantor an instrument, satisfactory in form to the Grantor, transferring to the Grantor the ownership of the Franchise property abandoned.

d. At the expiration of the term for which the franchise is granted, or upon its revocation or earlier expiration, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all above-ground portions of the Cable Television System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

in this Chapter, the Grantee may abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable Grantee.

SECTION 111.30. EXTENDED OPERATION AND CONTINUITY OF SERVICES

Upon either expiration or revocation of the Franchise, the Grantor shall have discretion to permit and/or require Grantee to continue to operate the Cable Television System for an extended period of time not to exceed six (6) months from the date of

such expiration or revocation. Grantor shall remain obligated to operate the System under the terms and conditions of this Chapter and the Franchise and to provide the regular Subscriber service and any end all of the services that may be provided at that time.

SECTION 111.31. RECEIVERSHIP AND FORECLOSURE

a. A Franchise granted hereunder shall, at the option of Grantor, cease and terminate one hundred twenty (111) days after appointment of a receiver or receivers, or trustee or trustees, to take over and

conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (111) days, or unless: (1) such receivers or trustees shall have, within

one hundred twenty (120) days after the date of
or appointment, fully complied with all the terms and

provisions of this Chapter and
pursuant hereto, and the receivership or trustees
within said one hundred twenty (111) days shall
have remedied all the faults under the Franchise
provided a plan for the remedy of such faults which
is satisfactory to the Grantor; and (2) such receivers
or trustees shall, within said one hundred twenty
(111) days, execute an agreement duly approved
by the court having jurisdiction in the premises,
whereby such receivers or trustees assume and
agree to be bound by each and every term, provision
and limitation of the Franchise granted.

b. In the case of a foreclosure or other judicial sale of

the Franchise property, or any interest therein, Grantor may serve notice of termination upon Grantee and the successful bidder at such sale, in which event the Franchise granted and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after service of such notice, unless (1) Grantor shall have approved the transfer of the Franchise, as and in the manner that this Chapter provides, and (2) such successful bidder shall have covenanted and agreed with Grantor to assume and be bound by all terms and conditions of the Franchise.

a. In addition to any rights specifically reserved to the Grantor by this Chapter, the Grantor reserves to itself every right and power which is required to be reserved by a provision of any ordinance or under the Franchise.

b. The Grantor shall have the right to waive any provision of the Franchise, except those required by Federal or State regulation, if the Grantor determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the Subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized

such provision subsequent to such instance nor be deemed a waiver of any other provision of the French

chise unless the statement so recites.

e. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, gender or sexual preference.

b. Grantee shall adhere to the applicable equal employment opportunity requirements of Federal, State and local regulations, as now written or as amended.

c. Neither Grantee, nor any Person, agency, or entity shall, without the Subscriber's consent, tap or arrange for the tapping, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose except routine maintenance of the System, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

d. in the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting therefrom, Grantee shall take reasonable steps to prevent the invasion of a Subscriber's or general citizen's right of privacy or other Personal rights through the use of the System as such rights are de-

[illegible]

service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his predecessor has granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not be required to obtain the written permission of the owner for the installation of cable television equipment.

SECTION 111.34. CONFLICTS.

In the event of a conflict between any provision

SECTION 111.25. SEPARABILITY

If any provision of this Chapter is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be more

fiad in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and

distribution facilities of the public utilities providing telephone and electric services are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities above ground.

c. In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground at Grantee's cost. Certifier of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures.

d. In new residential developments in which all the electric power and telephone utilities are underground, the following procedure shall apply with respect to access to and utilization of underground easements:

1. The developer shall be responsible for contacting and surveying all cable operators to ascertain which operators desire (or, pursuant to the terms and provisions of this Chapter and any Franchise Agreement, may be required) to provide Cable to that development. The developer may establish a reasonable deadline to receive cable operator responses. The final development map shall indicate the cable operators that have agreed to serve the development.

2. If one (1) or two (2) cable operators wish to provide service, they shall be accommodated in the joint utilities trench on a nondiscriminatory shared basis. If more than (2) operators indicate interest, the developer shall provide conduit to accommodate two (2) sets of cable television cables and dedicate to the City any other utilities. When the trench is open, cable operators shall have two (2) working days to begin the installation of their cables, and five (5) working days after beginning installation to complete installation.

3. The developer shall provide at least ten (10) working days notice of the date that utility trenches will be open to the cable operators that have agreed to serve the development. When the trench is open, cable operators shall have two (2) working days to begin the installation of their cables, and five (5) working days after beginning installation to complete installation.

4. The final development map shall not be approved until the developer submits evidence that:

A. It has notified each Grantee that underground utility trenches are to open as of an estimated date, and that each Grantee will be allowed access to such trenches, including trenches from proposed Street to individual homes or home sites, on specified nondiscriminatory terms and conditions; and

B. It has received a written notification from each Grantee that the Grantee intends to install its facilities during the open trench period on the specified terms and conditions, or such other terms and conditions as are mutually agreeable to the developer and Grantee, or has received no reply from a Grantee within ten (10) days after its notification to such Grantee, in which case the Grantee may be deemed to have waived its opportunity to install its facilities during the open trench period.

5. Sharing the joint utilities trench shall be subject to compliance with State regulatory agency and utility standards, if such compliance is not possible, the developer shall provide a separate trench for each cable television cable, with the entire cost shared among the participating cable operators. With the concurrence of the developer, the affected utilities and the cable operators, alternative installation procedures, such as the use of deeper trenches, may be utilized, subject to applicable law.

6. Any cable operator wishing to serve an area within the trenches have been closed shall be responsible for its own trenching and associated costs and shall repair all property to the condition which existed prior to such trenching.

7. In the event that more than one Franchise is awarded, the City reserves the right to limit the number of drop cables and/or pedestals per residence, or to require that the drop cable (s) and/or pedestals be utilized only by the cable operator selected by the resident to provide service.

SECTION 111.20. TECHNICAL STANDARDS.

a. The Grantee shall construct, install, operate and maintain its System in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements, Federal Communications Commission technical standards, and any other rules set forth in its Franchise Agreement. In addition, the Grantee shall provide to the Grantor, upon request, a written report of the results of the Grantee's periodic proof of performance tests conducted pursuant to Federal Communications Commission standards and guidelines.

b. Repeated and verified failure to maintain specified technical standards shall constitute a material Franchise violation.

c. All construction practices shall be in accordance with all applicable Sections of the Occupational Safety and Health Act of 1970, as amended, as well as all other applicable local, State and federal laws and regulations.

d. All installation of electronic equipment shall be in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code, as amended, and as may from time to time be amended.

e. Antennae and their supporting structures (towers) shall be placed, lighted, and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local, State and federal laws

and regulations. To the extent any federal requirement for safety approval to the information to be submitted, said law shall control.

d. Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of or relating to Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting the Cable System are authorized pursuant to this Chapter and any Franchise shall be made available to the City upon request. Copies of responses from the regulatory agencies to Grantee shall likewise be furnished to the City upon request.

SECTION 111.26. ANNUAL REPORTS.

a. Grantee shall submit a written end of the year report to Grantor with respect to the preceding calendar year containing the following information:

1. A Summary of the previous year's (or in the case of the initial reporting year, this initial year's) activities in development of the Cable System, including the start and end dates of service begun or discontinued during the reporting year;

2. A list of Grantee's officers, members of its board of directors, and other principals of Grantee;

3. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Grantee;

4. Information as to the number of Subscribers and the number of basic and pay per service Subscribers.

5. The City, including its agents and representatives, shall have the authority, during Normal Business hours, to inspect the premises for and taking of Annual Reports required pursuant to this Ordinance or a Franchise Agreement. The City shall give the Grantee twenty-four (24) hours written notice of the inspection request.

If the requested information is proprietary in nature or must be kept confidential by State, federal or local law, upon proper request by Grantee, such information obtained during such an inspection shall be treated as confidential making it available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Department and Council Members. To the extent any federal requirement for privacy applies to the information, this Ordinance shall not be construed to require disclosure of such information.

b. All reports and records required under this Chapter shall be furnished at the sole expense of Grantee, and shall otherwise be provided in the Chapter or the Franchise Agreement.

SECTION 111.27. FRANCHISE VIOLATION.

If Grantee fails to perform in a timely manner any material obligation required by this Chapter or a Franchise granted hereunder, or if Grantee is notified of such nonperformance, Grantor may act to remedy such violation in accordance with the following procedures:

Grantor shall notify Grantee of any alleged material violation in writing by Personal delivery or registered or certified mail, and demand correction within a reasonable time, which shall not be less than ten (10) days in the case of the failure of Grantee to pay any sum or other amount due the Grantor under this Chapter or the Grantee's Franchise and thirty (30) days in the case of any other violation. In order to correct the violation within the time prescribed or to commence correction of the violation within the time prescribed and thereafter discontinue the violation of such violation, the Grantor shall then give written notice of not less than twenty (20) days of a public hearing to be held before the Council. Said notice shall specify the violations alleged to have occurred. At the public hearing, the Council shall hear evidence and testimony from the parties, shall make findings and its decision. In the event the Council finds that a material violation exists and that Grantee has not diligently commenced correction of such violation after notice thereof from Grantor and is not diligently proceeding to remedy such violation, the Council may revoke the Franchise or impose any other penalty permitted by the Franchise agreement.

SECTION 111.28. FORCE MAJEURE; GRANTEE'S INABILITY TO PERFORM.

In the event Grantee's performance of any of the terms, conditions or obligations required by this Chapter or a Franchise granted hereunder is prevented by a cause or event not within Grantee's control, such inability to perform shall be deemed excused as a result thereof. For the purpose of this section, causes or events not within the control of Grantee shall include without limitation acts of God, strikes, sabotage, riots or civil disturbances, acts of terrorism, acts of war, acts of sabotage, acts of public enemies, and natural disasters, such as floods, earthquakes, landslides, and fires.

SECTION 111.29. ABANDONMENT OR REMOVAL OF FACILITIES.

a. In the event that the use of any property of Grantor within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that Franchise property.

b. Grantor, upon such terms as Grantor may impose, shall have the right to require Grantee to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained under the Franchise Agreement. Upon such permission is granted, unless otherwise provided in this Chapter, the Grantee shall remove all abandoned above-ground facilities and, upon receipt of written notice from Grantor and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its utility.

applicable Federal, State and local laws and regulations, relating to nondiscrimination.

b. Grantee shall adhere to the applicable applicable employment opportunity requirements of Federal, State and local regulations, as now written or as amended from time to time.

c. Neither Grantee, nor any Person, agency, or entity shall, without the Subscriber's consent, tap or eavesdrop on the tapping of, any cable, line, signal input or output of, or Subscriber, or receiver for any purpose except routine maintenance of the System, determining, or audited, views or surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

d. In the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting therefrom, Grantee shall take reasonable steps to prevent the invasion of a Subscriber's or general citizen's right of privacy or other Personal rights through the use of the System as such rights are delineated or defined by applicable law. Grantee shall not, without lawful court order or other applicable legal authority, utilize the System's interactive two-way equipment or capability for unauthorized Person surveillance of any Subscriber or general citizen.

e. No cable line, wire, amplifier, converter, other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his predecessor has granted an interest in the public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not be required to obtain the written permission of the owner for the installation of cable television equipment.

SECTION 111.34. CONFLICTS.

In the event of a conflict between any provision of this Ordinance and a Franchise Agreement entered pursuant to it, the provisions of this Ordinance shall control, except as may be specifically otherwise provided in the Franchise Agreement.

SECTION 111.35. SEPARABILITY.

If any provision of this Chapter is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid in whole or in part under Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such modification shall be considered a separate, distinct, and independent part of this Chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision heretofore which had been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall then be deemed to be in full force and effect and shall thereafter be binding on Grantor and Grantee, provided that Grantor shall give Grantee thirty (30) days written notice of such change before requiring Grantee to conform to the new regulation. If no such change is made, the provision shall remain in full force and effect and shall thereafter be binding on Grantor and Grantee to comply with such provision.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and entry and all necessary approval by the Mayor and publication thereof.

Council Member
Thomas C. Henry

Read the third time in full and on motion by Henry, it was duly adopted and passed, its passage, PASSED by the following vote:

AYES: Edwin
Damond, Henry, Long, Lunsley, Ravine, Schmidt, Tawacore

NAYS: None
ABSTAINED: None
ABSENT: Two
Bradbury, GaiQuinta

DATED: 6-18-95 Sandra E. Kennedy
City Clerk

Read and adopted by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-15-95 on the 13th day of June, 1995

ATTEST:
Sandra E. Kennedy
City Clerk

Don J. Schmidt
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of June, 1995, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
City Clerk

Approved and signed by me this 14th day of June, 1995, at the hour of 1:00 o'clock P.M., E.S.T.

Paul Heinko Meyer
Mayor
I, the Clerk of the City of Fort Wayne, Indiana do hereby certify that the above and foregoing is a full true and complete copy of General Ordinance No. G-15-95 as passed by the Common Council on the 13th day of June, 1995, and that said Ordinance was duly signed and approved by the Mayor on the 14th day of June, 1995, and now remains in full force and effect in my office.

WITNESS my hand, and the official seal of the City of Fort Wayne, Indiana, this 14th day of June, 1995.
SANDRA E. KENNEDY
CITY CLERK

#880541

FW COMMON COUNCIL
(Governmental Unit)

To: The Journal-Gazette Dr.

ALLEN County, Indiana

P.O. Box 100
Fort Wayne, IN

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

1599 lines, 1 columns wide equals 1599 equivalent lines
at .495 cents per line

\$ 791.53

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

1.00

TOTAL AMOUNT OF CLAIM

\$ 792.53

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions 2

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Angelyn Marsden

Date: JUNE 29, 19 95

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)
) ss:
Allen County)

ATTACH COPY
OF ADVERTISEMENT
HERE

Personally appeared before me, a notary public in and for said county and state, the undersigned ANGELYNN S MARSDEN who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time _____, the dates of publication being as follows:

6-22-29-1995

Angelyn Marsden

Subscribed and sworn to before me this 29th day of JUNE, 19 95.

Mary L Adkison
MARY L ADKISON Notary Public
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JUNE 14, 1997

My commission expires:

Legal Notice

LEGAL NOTICE

Notice is hereby given that on the 13th day of June, 1995, the Common Council of the City of Fort Wayne, Indiana, in a Regular Session did pass the following Bill No. G-95-04-02, (as amended) General Ordinance No. G-15-95 to read:

BILL NO. G-95-04-02 (AS AMENDED)

GENERAL ORDINANCE NO. G-15-95

AN ORDINANCE AMENDING CHAPTER 111 OF THE CITY OF FORT WAYNE, INDIANA, CODE OF ORDINANCES, ENTITLED "CABLE COMMUNICATIONS SYSTEM BY DEED AND THE EXTENT OF THE FRANCHISE'S CONTENTS AND REPLACING THEM WITH CABLE TELEVISION REGULATIONS.

WHEREAS, the City of Fort Wayne, Indiana, pursuant to applicable Federal and State law, is authorized to grant one or more nonexclusive Franchises to construct, operate, maintain and reconstruct Cable Television systems within the City limits, and

WHEREAS, the Common Council of the City of Fort Wayne, Indiana, finds that the development of Cable Television systems has the potential of having great benefit and impact upon the citizens of Fort Wayne, and

WHEREAS, the Common Council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City government or such persons as the City shall designate

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 111 of the City of Fort Wayne, Indiana, Code of Ordinances, be amended in part, as follows:

CHAPTER 111: CABLE TELEVISION REGULATIONS

SECTION 111.01. INTENT

111.02. DEFINITIONS

111.03. FRANCHISE TO INSTALL AND OPERATE

111.04. FRANCHISE REQUIRED

111.05. TERM OF THE FRANCHISE

111.06. FRANCHISE TERRITORY

111.07. FEDERAL, STATE AND CITY JURISDICTION

111.08. FRANCHISE NON-TRANSFERABLE

111.09. PURCHASE BY CITY UPON EXPIRATION OR

REVOCACTION

111.10. GEOGRAPHICAL COVERAGE

111.11. NONEXCLUSIVE FRANCHISE

111.12. MULTIPLE FRANCHISES

111.13. INITIAL FRANCHISE APPLICATIONS

111.14. CONSIDERATION OF INITIAL APPLICATIONS

111.15. FRANCHISE RENEWAL

111.16. CONSUMER PROTECTION AND SERVICE STANDARDS

111.17. RATE REGULATION

111.18. FRANCHISE FEE

111.19. DESIGN AND CONSTRUCTION REQUIREMENTS

111.20. TECHNICAL STANDARDS

111.21. TRIMMING OF TREES

111.22. USE OF GROUNDING FACILITIES

111.23. HOLD HARMLESS

111.24. INSURANCE

111.25. RECORDS REQUIRED AND GRANTOR'S RIGHT TO INSPECT

111.26. ANNUAL REPORTS

111.27. FRANCHISE EXPIRATION

111.28. FORCE MAJEURE: GRANTOR'S LIABILITY TO PERFORM

111.29. ABANDONMENT OR REMOVAL OF FRANCHISE PROPERTY

111.30. EXTENDED OPERATION AND CONTINUITY OF SERVICES

111.31. RECEIVERSHIP AND FORECLOSURE

111.32. RIGHTS RESERVED TO GRANTOR

111.33. RIGHTS OF INDIVIDUALS

111.34. CONFLICTS

111.35. SEPARABILITY

SECTION 111.01. INTENT

a. The City of Fort Wayne, pursuant to applicable Federal and State law, is authorized to grant one or more nonexclusive Franchises to construct, operate, maintain and reconstruct Cable Television Systems within the City limits.

b. The City Council finds that the development of Cable Television systems has the potential of having great benefit and impact upon the residents of Fort Wayne. Because of the complex and rapidly changing technology associated with the development of Cable Television systems, the City Council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City government or such persons as the City shall designate. It is the intent of this Chapter and subsequent amendments to provide for and specify the means to attain the best possible cable television service to the public and any Franchisees issued pursuant to this Chapter shall be deemed to include this finding as an integral part thereof.

SECTION 111.02. DEFINITIONS

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given here to. Words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 111.02. Words shall be construed liberally and may be permissive. Words not defined shall be given their common and ordinary meaning.

a. "Basic Cable Service" means any service tier which includes the transmission of local television broadcast signals.

b. Cable Act means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984), (codified at 47 U.S.C. Sub section 521-611 (1982 & Supp. 1987)), as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and as may, from time to time, be amended.

c. Cable Television System, System or Cable System means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service to multiple subscribers, including programming and which is provided to multiple subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

2. A facility that serves only Subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any public rights-of-way;

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. Sub section 201-226; or

4. Any facilities of any electric utility used solely for operating its electric utility System.

d. Cable Service means:

1. The one-way transmission to Subscribers of video programming or other programming service; and

2. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

e. Channel or Cable Channel means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Comm-

p. Normal Operating Conditions means those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and significant legislative or regulatory requirements. Those conditions which are not within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, regular peak or seasonal demand periods and maintenance or upgrade of the System.

q. Person means any natural Person or any association, firm, individual, partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

r. Public, Educational or Government Access Facilities or PEG Access Facilities means:

1. Channel capacity designated for public, educational, or governmental use; and

2. Facilities and equipment for the use of such Channel capacity.

s. Section means any Section, subsection, or provision of this Chapter.

t. Service Area means the entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise provided in the Franchise Agreement.

u. Service interruption means the loss of picture or sound on one or more Cable Channels for at least 10 (ten) percent % of the subscribers on the System.

v. State means the State of Indiana.

w. Street means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City limits: thoroughfares, highways, avenues, streets, sidewalks, easements, rights-of-way and similar public property and areas that the Grantor shall permit to be included within the definition of Street from time to time.

x. Subscriber means any Person who or which lawfully elects to subscribe to, for any purpose, a service provided by the Franchisee by means of or in connection with the Cable System and who pays the charges therefor, except such Persons or entities authorized to receive a service without charge as described in the Franchise Agreement.

SECTION 111.03. FRANCHISE TO INSTALL AND OPERATE

A Franchise granted by the City under the provisions of this Chapter shall encompass the following purposes:

a. To engage in the business of providing Cable Service, and such other services as may be permitted by the Franchise Agreement.

b. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of a Cable System in, on, over, under, upon, along and across Streets or other public places within the designated Service Area.

c. To maintain and operate said Franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals for the delivery of Cable Services and any other services permitted by the Franchise Agreement.

d. To set forth the obligations of a Franchisee under the Franchise Agreement.

SECTION 111.04. FRANCHISE REQUIRED

It shall be unlawful for any Person to construct, install or operate a Cable Television System in the City within any Street without a properly granted Franchise awarded pursuant to the provisions of this Chapter.

SECTION 111.05. TERM OF THE FRANCHISE:

a. A Franchise granted hereunder shall be for a term established in the Franchise Agreement, commencing on the Grantor's adoption of an ordinance or resolution authorizing the Franchise.

b. A Franchise granted hereunder may be renewed upon application by the Franchisee pursuant to the provisions of applicable State and Federal law and of this Chapter.

SECTION 111.06. FRANCHISE TERRITORY.

Any Franchise shall be valid within all the territorial limits of the City, and within any area added to the City within the term of the Franchise, unless otherwise specified in the Franchise Agreement.

SECTION 111.07. FEDERAL, STATE AND CITY JURISDICTION:

a. This Chapter shall be construed in a manner consistent with all applicable Federal and State laws.

b. In the event that the State or Federal government discontinues preemption in any area of telecommunications over which it currently exercises jurisdiction in such manner as to expand rather than limit the regulatory authority of the Franchise, if it so elects, adopt rules and regulations in these areas to the extent permitted by law.

c. This Chapter shall apply to all Franchisees granted or renewed after the effective date of this Chapter. It shall not be deemed to apply to any Franchise granted by the Federal or State law to all existing Franchisees granted prior to the effective date of this Chapter.

d. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Franchisee general laws and pursuant to the power shall comply with all applicable ordinances enacted by the City pursuant to that power.

e. Franchisee shall not be relieved of its obligation to comply with any of the provisions of this Chapter or any other law or ordinance granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

f. This Chapter and any Franchise granted pursuant to this Chapter shall be construed and enforced in accordance with the substantive laws of State of Indiana.

SECTION 111.08. FRANCHISE NON-TRANSFERABLE

a. Franchisee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, the Franchise or any other transfer of all or a majority of Franchisee's assets, (ii) the sale, assignment or other transfer of capital stock or partnership interest in Franchisee, or (iii) the transfer of Franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a controlling interest in Franchisee.

b. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or assets: (i) the sale, assignment or other transfer of all or a majority of Franchisee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership interest in Franchisee, or (iii) the transfer of Franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a controlling interest in Franchisee.

c. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or assets: (i) the sale, assignment or other transfer of all or a majority of Franchisee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership interest in Franchisee, or (iii) the transfer of Franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a controlling interest in Franchisee.

d. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or assets: (i) the sale, assignment or other transfer of all or a majority of Franchisee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership interest in Franchisee, or (iii) the transfer of Franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a controlling interest in Franchisee.

e. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or assets: (i) the sale, assignment or other transfer of all or a majority of Franchisee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership interest in Franchisee, or (iii) the transfer of Franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a controlling interest in Franchisee.

f. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or assets: (i) the sale, assignment or other transfer of all or a majority of Franchisee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership interest in Franchisee, or (iii) the transfer of Franchisee by one or more of its existing shareholders, partners, members or other equity owners so as to create a controlling interest in Franchisee.

of the term of the Franchise. If, after considering the legal, financial, character and technical qualities of the applicant and determining that they are satisfactory, the Grantor shall grant such Franchise to the applicant, the Grantor shall transfer and assign the rights and obligations of such Franchise. The consent of the Grantor to such transfer shall not be unreasonably denied.

g. Any financial institution having a pledge of the Franchise or its assets for the advancement of money for the construction and/or operation of the Franchise shall have the right to notify the Grantor that it or its designee satisfactory to the Grantor shall take control of and operate the Cable Television System, in the event the Franchisee fails to meet the financial obligations. Further, said financial institution also submit a plan for such default within thirty (30) days of assuming such control that will insure continued service and compliance with all applicable requirements during the term the financial institution exercises control over the System. The financial institution shall not exercise control over the System for a period exceeding one (1) year unless extended by the Grantor in its discretion and during said period of time it shall have the right to petition the Grantor to transfer the Franchise to another Franchisee.

SECTION 111.09. PURCHASE BY CITY UPON EXPIRATION OR REVOCACTION.

a. If, subject to the provisions of the Cable Act, a renewal of a Franchise is denied, the City may purchase to the extent permitted by local law and upon payment to the Franchisee of the Cable Systems' fair market value as a going concern, exclusive of any value allocated to the Franchisee itself, that portion of Franchisee's Cable System serving the City of Fort Wayne.

b. Subject to the Cable Act, if a Franchise is revoked for cause, the City may, to the extent permitted by local law, purchase the portion of the Cable System serving the City of Fort Wayne upon payment of an equitable price.

SECTION 111.10. GEOGRAPHICAL COVERAGE.

a. Franchisee shall design, construct and maintain the Cable Television System to have the capability to pass service to all areas within the Service Area that meet the minimum line extension requirements of the Franchise Agreement.

b. Prior service has been established by activating trunk and/or distribution cables for any part of the Service Area. Franchisee shall provide Cable Service to any required Subscriber within the Service Area within thirty (30) days from the date of request, provided that the Grantor is able to secure all rights-of-way necessary to install and maintain the System within thirty (30) day period on reasonable terms and conditions.

SECTION 111.11. NONEXCLUSIVE FRANCHISE.

Any Franchise granted shall be nonexclusive. The Grantor specifically reserves the right to grant, at any time, such additional Franchises for a Cable Television System or any component thereof, as it deems appropriate, subject to applicable State and Federal law, provided, however, that no Franchise shall be granted on terms materially less burdensome or more favorable than any other Franchise granted hereunder.

SECTION 111.12. MULTIPLE FRANCHISES.

a. Grantor may grant one or more Franchises for a Service Area. Grantor may, in its sole discretion, limit the number of Franchises granted in a Service Area, but not necessarily limited to, the requirements of applicable law and specific local considerations, such as:

1. The capacity of well-defined areas to accommodate multiple coaxial cables in addition to the cables, conduits and pipes of the utility systems, such as electric, gas, water, sewer, and telephone.

2. The impact on the community of having multiple Franchises.

The disadvantages that may result from Cable System competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the rights-of-way.

4. The financial capabilities of the applicant and its guaranteed commitment to make necessary investment to erect, install, maintain and operate the proposed System for the duration of the Franchise term.

b. Each Franchise awarded a Franchise to serve the entire City shall also provide service to the Service Area, in accordance with construction and service schedules mutually agreed upon between Grantor and Franchisee, and consistent with applicable law.

c. Developments of new residential housing with underground utility systems shall be required to provide conduit cables for at least two (2) Cable Systems in accordance with the provisions of Section 119.8 d.

d. Grantor may require that any new Franchise be responsible for its own engineering and construction and the costs associated therewith, if, in Grantor's opinion, the rights-of-way in any particular area cannot feasibly and reasonably accommodate additional cables.

e. Any additional Franchise granted by the City to provide Cable Service in any part of the City in which a Franchise has already been granted and where an existing Franchise is providing service shall require the new Franchise to provide service to the entire Service Area within a reasonable time and in a sequence which does not discriminate against lower income residents.

SECTION 111.13 INITIAL FRANCHISE APPLICATIONS.

Any Person desiring an initial Franchise for a Cable Television System shall file an application with the City. A reasonable nonrefundable application fee established by the City shall accompany the application. Such application fee shall not be deemed to be Franchise Fees within the meaning of Section 622 of the Cable Act (47 U.S.C. section 522) and shall be paid to the City. The fee shall be deemed to be (i) payment of the non-refundable application fee, (ii) payment of the non-refundable application fee, (iii) payment of the non-refundable application fee, (iv) payment of the non-refundable application fee, (v) payment of the non-refundable application fee, (vi) payment of the non-refundable application fee, (vii) payment of the non-refundable application fee, (viii) payment of the non-refundable application fee, (ix) payment of the non-refundable application fee, (x) payment of the non-refundable application fee, (xi) payment of the non-refundable application fee, (xii) payment of the non-refundable application fee, (xiii) payment of the non-refundable application fee, (xiv) payment of the non-refundable application fee, (xv) payment of the non-refundable application fee, (xvi) payment of the non-refundable application fee, (xvii) payment of the non-refundable application fee, (xviii) payment of the non-refundable application fee, (xix) payment of the non-refundable application fee, (xx) payment of the non-refundable application fee, (xxi) payment of the non-refundable application fee, (xxii) payment of the non-refundable application fee, (xxiii) payment of the non-refundable application fee, (xxiv) payment of the non-refundable application fee, (xxv) payment of the non-refundable application fee, (xxvi) payment of the non-refundable application fee, (xxvii) payment of the non-refundable application fee, (xxviii) payment of the non-refundable application fee, (xxix) payment of the non-refundable application fee, (xxx) payment of the non-refundable application fee, (xxxi) payment of the non-refundable application fee, (xxxii) payment of the non-refundable application fee, (xxxiii) payment of the non-refundable application fee, (xxxiv) payment of the non-refundable application fee, (xxxv) payment of the non-refundable application fee, (xxxvi) payment of the non-refundable application fee, (xxxvii) payment of the non-refundable application fee, (xxxviii) payment of the non-refundable application fee, (xxxix) payment of the non-refundable application fee, (xl) payment of the non-refundable application fee, (xli) payment of the non-refundable application fee, (xlii) payment of the non-refundable application fee, (xliii) payment of the non-refundable application fee, (xliv) payment of the non-refundable application fee, (xlv) payment of the non-refundable application fee, (xlvi) payment of the non-refundable application fee, (xlvii) payment of the non-refundable application fee, (xlviii) payment of the non-refundable application fee, (xlix) payment of the non-refundable application fee, (l) payment of the non-refundable application fee, (li) payment of the non-refundable application fee, (lii) payment of the non-refundable application fee, (liii) payment of the non-refundable application fee, (liv) payment of the non-refundable application fee, (lv) payment of the non-refundable application fee, (lvi) payment of the non-refundable application fee, (lvii) payment of the non-refundable application fee, (lviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lx) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee, (lxiv) payment of the non-refundable application fee, (lxv) payment of the non-refundable application fee, (lxvi) payment of the non-refundable application fee, (lxvii) payment of the non-refundable application fee, (lxviii) payment of the non-refundable application fee, (lix) payment of the non-refundable application fee, (lxi) payment of the non-refundable application fee, (lxii) payment of the non-refundable application fee, (lxiii) payment of the non-refundable application fee

phrases, words and their derivations shall be the meaning having herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 111.02. The words shall and will be mandatory and may be permissive. Words not defined shall be given their common and ordinary meaning.

a. "Basic Cable Service" means any service tier which includes the transmission of local television broadcast signals.

b. Cable Act means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. Subchapter II, § 551 (1992) & Supp. V 1992-1, 106 Stat. 1063) by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and as may, from time to time, be amended.

c. Cable Television System, System or Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service to subscribers by the use of programming and which is provided to multiple subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

2. A facility that serves only Subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any public rights-of-way;

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title 47, U.S.C. section 201-222, except that such facility shall be considered a Cable System to the extent such facility whether on a common carrier or otherwise, directly in the transmission of video programming directly to Subscribers; or

4. Any facilities of any electric utility used solely for operating its electric utility System.

d. Cable Service means:

1. The one-way transmission to Subscribers of video programming of other programming service; and

2. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

e. Channel or Cable Channel means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

f. Council means the City Council of the City of Fort Wayne.

g. franchisee" means an initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a Franchise, permit, license, resolution, contract, or other agreement, or otherwise, which authorizes the operation of a Cable System.

h. Franchise Agreement means a franchise granted pursuant to this Chapter, containing the specific provisions of the Franchise granted, including references, specifications, requirements and other related matters.

i. "Franchise Fee" means any tax, fee or assessment of any kind imposed by the City or other governmental entity on a Franchisee, or Subsystem, or both, solely because of their status as such. The term Franchise Fee does not include: (i) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment) imposed on both utilities and cable operators or their services but including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subsystem; (ii) capital costs which are required by the Franchise Agreement to be incurred by the cable operator for public, educational, or governmental Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

j. Grantee means any Person receiving a Franchise pursuant to this Chapter and its agents, employees, officers, designers, or any lawful successor, transferee or assignee.

k. Grantor or City means the City of Fort Wayne, as represented by the Council or any delegate acting within the scope of its jurisdiction.

l. Gross Annual Revenues means all revenues derived directly or indirectly by the Grantee or any Person in which the Grantee has a financial interest from or in connection with the operation of the System pursuant to a Franchise entered into hereunder, except it shall not include bad debt, sales tax or other taxes or charges imposed on Grantee in addition to its Franchise obligations, and not collected for direct pass-through to State or Federal government.

m. Initial Service Area means the area of the City which will receive Cable Service initially, as set forth in any Franchise Agreement.

n. Installation means the connection of the System to Subscribers' terminals, and the provision of Cable Service.

o. Normal Business Hours means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

c. This Chapter shall apply to all Franchises granted or renewed after the effective date of this Chapter. It shall not apply to any Franchise granted pursuant to applicable Federal or State law to all existing Franchises granted prior to the effective date of this Chapter.

d. Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to apply to the extent permitted by applicable Franchise general laws and pursuant to that power shall comply with all applicable ordinances enacted by the City pursuant to that power.

e. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Chapter by any Franchise granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

f. This Chapter and any Franchise granted pursuant to this Chapter shall be construed and enforced in accordance with the substantive laws of State of Indiana.

SECTION 111.08. FRANCHISE NON-TRANSFERABLE

a. Grantee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, after, by force or involuntary sale, or by ordinary sale, consolidation or otherwise, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior consent of the Council which consent shall not be unreasonably denied, delayed and shall be denied only upon a good faith finding by the City that the proposed transferee lacks the legal, technical or financial qualifications to perform the obligations under the Franchise Agreement. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Franchise and/or Cable System without the consent of the Council shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. Consent from the City shall be required for a transfer in trust, mortgage, or other instrument of indebtedness, or for a pro forma transfer to a corporation, partnership or other entity controlling, controlled by or under common control with Grantee.

b. The following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this Section: (i) the sale, assignment or other transfer of all or a substantial portion of Grantee's assets; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee or one or more of its subsidiaries, partners, members or other equity owners so as to create a new controlling interest in Grantee; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee so as to create a new controlling interest in Grantee; and (iv) the transfer by the Grantee of its management with respect to the management or operation of the Grantee and/or the System. The term Controlling Interest as used herein means majority equity ownership of the Grantee.

c. Except as provided below, no Grantee may sell or otherwise transfer ownership in a Franchise and/or Cable System within a 36-month period following either the acquisition or initial construction of said System by Grantee. In the case of a sale, assignment or other transfer of the sale, the terms of the sale require the buyer to subsequently transfer ownership of one or more such Systems to one or more of the parties to such action. The above-described 36-month holding period shall not apply to: (1) any transfer of ownership of any Franchise and/or Cable System which is not subject to federal income tax liability; (2) any sale required by operation of law or any other applicable law, any State or political subdivision of the City; or (3) any sale, assignment, or transfer, to one or more purchasers, assignees, or transferees controlled by, controlled by, or under common control with, the seller, assignor, or transferor.

d. In the case of any sale or transfer of ownership of any Franchise and/or Cable System after the 36-month period following acquisition of such System, the City shall have 111 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Chapter and such other reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within 111 days from receipt by the City of all required information, the request shall be deemed granted unless the requesting party and the City agree to an extension of time.

e. Grantee shall notify Grantor in writing of any foreclosure or any other judicial sale of all or a substantial part of the Franchise property of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notice shall be considered by Grantor as notice that a change in control of ownership of the Franchise has taken place and the provisions under this Section governing the consent of Grantor to such change in control of ownership shall apply.

f. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the proposed transferee or controlling party. Grantee shall assist Grantor in any such inquiry. In seeking Grantor's consent to any change of ownership, control, Grantee shall have the reasonable obligation of insuring that the transferee completes an application in form and substance reasonably satisfactory manner required under State and federal law as set under Subsections a. through h. of Section 1.13 of this Chapter. An application, submitted by Grantor shall be submitted to Grantor not less than ninety (90) days prior to the date of transfer. The transferee shall be required to establish that he possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder

of the term of the franchise. Grantee shall be deemed to be a transferee in kind or any involuntary payments chargeable against the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement, or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 1.18 hereof and applicable provisions of a Franchise Agreement.

An application for an initial Franchise for a Cable Television System shall contain, where applicable: e. A statement as to the proposed Franchise and Service Area.

f. Resume of prior history of applicant, including the location and technical expertise of applicant in the cable television field.

g. List of the partners, general and limited, of the applicant, if the partnership is the applicant, or of all owned or controlled by each shareholder, if a corporation.

h. List of officers, directors and managing employees of applicant, together with a description of the background of each such person.

i. The names and addresses of any parent or subsidiary applicant or any other business entity owning or controlling applicant in whole or in part, or owned or controlled in whole or in part.

j. A current financial statement of applicant verified by a CPA audit or otherwise certified to be true, complete and correct to the reasonable satisfaction of the City.

k. Proposed construction and service schedule.

l. Any additional information that the City deems applicable.

SECTION 111.14. CONSIDERATION OF INITIAL APPLICATIONS

a. Upon receipt of any application for an initial Franchise, the Mayor shall prepare a report and make his recommendations respecting such application to the City Council.

b. A public hearing shall be set prior to any initial Franchise grant, at a time and date approved by the Council. Within thirty (30) days after the close of the hearing, the City Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise (s) should be granted, and, if granted, subject to what conditions. The Council may grant one (1) or more initial Franchises, or may decline to grant any Franchise.

SECTION 111.15. FRANCHISE RENEWAL
Franchise renewals shall be in accordance with applicable law including, but not necessarily limited to, the Cable Communications Policy Act of 1984, as amended. Grantor and Grantee, by mutual consent, may enter into renewal negotiations at any time during the term of the Franchise.

SECTION 111.16. CONSUMER PROTECTION AND SERVICE STANDARDS

a. Except as otherwise provided in the Franchise Agreement, Grantee shall maintain a local office or offices to provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

(i) Cable System office hours and telephone availability;

(ii) Grantee will maintain a local, toll-free or collect telephone answering line which will be available to its Subscribers 24 hours a day, seven (7) days a week;

(iii) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(iv) Grantee will maintain a local office, the access line may be answered by a service or an automated response System, including an answering machine. Inquiries received by the automated system shall be responded to by a trained Grantee representative on the next business day. (v) Under Normal Operating Conditions, telephone calls shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred to another time that the call is not answered, the call shall not exceed thirty (30) seconds when the connection is made. These standards shall be met no less than ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(vi) The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(vii) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(viii) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

2. Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(i) Standard Installations will be performed within seven (7) business days after an order has been placed. Standard installations are those that are located up to 125 feet from the existing distribution System.

(ii) Excluding conditions beyond the control of Grantee, Grantee will begin working on service interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Grantee will begin corrective work on any service problems the next business day after notification of the service problem.

(iii) At the customer's request, the appointment window alternatives for installations, service calls, and other installation activities will be within two to four hours of the convenience of the customer.

(iv) The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer.

(v) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(vi) If a Grantee's representative is running late to an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for

a. Grantee shall not construct any Cable System facilities until Grantee has secured necessary permits from Grantor, or other cognizant public agencies.

b. In those areas of the City where transmission or distribution facilities of all the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

c. In those areas of the City where the Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost. Certain of Grantee's facilities, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground locations.

d. In new residential developments in which all the electric power and telecommunications utilities are underground, the following procedure shall apply with respect to access to and utilization of underground facilities:

1. The developer shall be responsible for contacting and surveying all Franchised cable operators to ascertain which operators desire (or, pursuant to the terms and provisions of the Chapter and the Franchise Agreement, may be required) to provide Cable Service to that development. The developer may establish a reasonable deadline for the receipt of such responses. The final development map shall indicate the cable operators that have agreed to serve the development.

2. If one (1) or two (2) cable operators wish to provide service, they shall be accorded the right to joint utilities trench on a nondiscriminatory shared basis. If fewer than (2) operators indicate interest, the developer shall provide conduit to accommodate two (2) sets of cable television cables and dedicate to the City any initially unoccupied conduit. The developer shall be entitled to recover the cost of such initially unoccupied conduit in the event that Grantor subsequently leases or sells occupancy or user rights to any Grantee.

3. The developer shall provide at least ten (10) working days notice of the date that utility trenches are to be open to the cable operators that have agreed to serve the development. When the trenches are open, cable operators shall begin within (2) working days to begin the installation of their facilities. Within (5) working days after having installation to complete installation.

4. The final-development map shall not be approved until the developer submits evidence that:

A. It has notified each Grantee that underground utility trenches are to be open as of an estimated date, and that each Grantee will be responsible for installing its own trenches, including trenches from proposed Streets to individual homes or home sites, on specified nondiscriminatory terms and conditions; and

B. It has received a written notification from each Grantee that the Grantee intends to install its facilities during the open trench period on the specified terms and conditions, or such other terms and conditions as are mutually agreeable to the developer and Grantee, or has received no reply from a Grantee within ten (10) days after its notification to said Grantee, in which case the Grantee will be deemed to have waived its opportunity to install its facilities during the open trench period.

5. Sharing the joint utilities trench shall be subject to compliance with State regulations regarding utility standards. If such compliance is not possible, the developer shall provide a separate trench for the cable television cables, and such other utility cables among the participating cable operators. With the concurrence of the developer, the affected utilities and the cable operators, alternative installation procedures, such as the use of trench shields, may be utilized, subject to applicable law.

6. Any cable operator wishing to serve an area where the trenches have been closed shall be responsible for its own trenching and associated costs and shall repair all property to the condition which existed prior to such trenching.

7. In the event that more than one Franchise is awarded, the City reserves the right to limit the number of drop cables and/or pedestals per residence, or to require that the drop cables and/or pedestals (a) be utilized only by the cable services selected by the resident to provide service.

SECTION 111.20. TECHNICAL STANDARDS

a. The Grantee shall construct, install, operate and maintain its System in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements, Federal Communications Commission technical standards and any standards set forth in its Franchise Agreement. In addition, the Grantee shall provide to the Grantor, upon request, a written report of the results of the Grantee's periodic proof of performance tests conducted pursuant to Federal Communications Commission standards and guidelines.

b. Repeated and verified failure to maintain specified technical standards shall constitute a material Franchise violation.

c. All construction practices shall be in accordance with all applicable Sections of the Occupational Safety and Health Act of 1970, as amended, as well as any other applicable local, State and federal laws and regulations.

d. All installation of electronic equipment shall be installed in accordance with the Code of the National Electrical Safety and the Code and National Electrical Code, as amended, and as may from time to time be amended.

e. Antennas and their supporting structures (tower, mast, pole, lattice, light tower, etc.) shall be maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local, State and federal laws

and regulations. Such structures shall be constructed, maintained, and removed in accordance with proper request by Grantee, such information obtained during such inspection shall be treated as confidential, making it available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

d. Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of Grantor to the City, or to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or State regulatory commission, or any agency having jurisdiction with respect to any matters affecting the Cable System, shall be submitted to the City upon request. The City shall be entitled to receive copies of responses from the regulatory agencies to Grantee's shall likewise be furnished to the City upon request.

SECTION 111.26. ANNUAL REPORTS

a. Grantee shall submit a written and of the year report to Grantor with respect to the preceding calendar year containing the following information:

1. A Summary of the previous year's (or in the case of initial reporting year, the initial year's) activities in the operation of the Cable System, including but not limited to, services begun or discontinued during the reporting year;

2. A list of Grantee's officers, members of its board of directors, and other principals of Grantee;

3. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Grantee;

4. Information as to the number of Subscribers and the number of basic and pay service Subscribers;

5. The City, including its agents and representatives, shall be entitled to conduct an inspection of the Cable System, to be conducted during the following hours: 9:00 a.m. to 5:00 p.m., to arrange for and conduct an inspection of Annual Reports required pursuant to this Ordinance and Franchise Agreement. The City shall give the Grantee twenty-four (24) hours written notice of such inspection request.

If the requested information is proprietary in nature or must be kept confidential by State, federal or local law, upon proper request by Grantee, such information obtained during the inspection shall be treated as confidential, making it available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Division of Finance, the Law Department and Council Members. To the extent any federal requirement for privacy applies to the information to be submitted, said law shall control.

b. All reports and records required under this Chapter shall be submitted to the City upon request, except as otherwise provided in this Chapter or the Franchise Agreement.

SECTION 111.27. FRANCHISE VIOLATION

If Grantee fails to perform in a timely manner any material obligation required by this Chapter or a Franchise granted hereunder, or if Grantee violates the terms of the Chapter or a Franchise granted hereunder, the Grantor and an opportunity to cure such nonperformance, Grantor may act to remedy such violation in accordance with the following procedures:

Grantor shall notify Grantee of any alleged material violation in writing by Personal delivery or registered or certified mail, and demand correction within a reasonable period of time, which shall not be less than ten (10) days in the case of the failure of the Grantee to pay any sum or other amount due the Grantor under this Chapter or the Grantee's Franchise and thirty (30) days in all other cases. If Grantee does not correct the violation within the time prescribed and thereafter diligently corrects the violation, the Grantor shall then give written notice of not less than twenty (20) days of a second violation to be held before said Council. Said notice shall specify the violations alleged to have occurred. At the public hearing, the Council shall hear and consider relevant evidence and testimony, make findings and its decision. In the event the Council finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation after notice thereof from Grantor and is not diligently proceeding to fully remedy such violation, the Council may revoke the Franchise or impose any other penalty permitted by the Franchise agreement.

SECTION 111.28. FORCE MAJEURE, GRANTEE'S INABILITY TO PERFORM

In the event Grantor determines that any of the terms, conditions or obligations required by this Chapter or a Franchise granted hereunder is prevented by a cause or event not within Grantee's control, such as may be required to be changed, caused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Section, causes or events not within the control of Grantee shall include without limitation acts of God, strikes, sabotage, riots or civil disturbances, rebellion, insurrection, or order of a government, or court, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, droughts, earthquakes, and fires.

SECTION 111.29. ABANDONMENT OR REMOVAL OF FRANCHISE PROPERTY

a. In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that Franchise property.

b. Grantor, upon such terms as Grantor may impose, shall be permitted to remove, alter, or relocate, or remove, any System facility or equipment laid, directly constructed, operated or maintained under the Franchise Agreement, such as poles, pedestals, or otherwise otherwise provided in this Chapter, the Grantee shall remove all abandoned above-ground facilities and shall be permitted to grant notice to the former state at the time such facilities and equipment were installed, so as not to impair its utility.

SECTION 111.33. RIGHTS OF INDIVIDUALS

a. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, gender or sexual preference. Grantee shall not discriminate on the basis of applicable Federal, State and local laws and regulations, relating to nondiscrimination.

b. Grantee shall adhere to any applicable equal employment opportunity requirements of Federal, State and local regulations, as now written or as amended from time to time.

c. Neither Grantor, nor any Person, agency, or entity shall, without the Subscriber's consent, tap or eavesdrop on the Subscriber's communications, or use any device, or Subscriber outlet or receiver for any purpose except routine maintenance of the System, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

d. In the conduct of providing its services or in pursuit of any collateral commercial interests resulting therefrom, Grantee shall take reasonable steps to prevent the invasion of a Subscriber's or general citizen's right of privacy or other personal rights through the use of the System as such rights are delineated or defined by applicable law. Grantee shall not, without valid court order or other applicable legal authority, utilize the System in installing two-way equipment or capability for unauthorized personal surveillance of any Subscriber or general citizen.

e. No cable line, wire amplifier, converter, other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate assessments, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his predecessor has granted an interest in the public utility easement or a servitude to another and the servitude by its terms contemplates a use as such Grantee's installation of such equipment is required to obtain the written permission of the owner for the installation of cable television equipment.

SECTION 111.34. CONFLICTS

In the event of a conflict between any provision of this Ordinance and a Franchise Agreement entered pursuant to it, the provisions of this Ordinance shall control, except as may be specifically otherwise provided in the Franchise Agreement.

SECTION 111.35. SEPARABILITY

If any provision of this Chapter is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid, in whole or in part, Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Chapter, and the invalidity of such provision shall not affect the validity and enforceability of any other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantor and Grantee, provided that Grantee shall give Grantee thirty (30) days written notice of such change before remedying compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any end all necessary approval by the Mayor and publication thereof.

Council Member
Thomas C. Henry

Read the third time in full and on motion by Henry, it was duly adopted, placed on its passage. PASSED by the following vote:

AYES: Seven
Edmonds, Henry, Long, Lunney, Ravine, Schmidt, Talento
NAYS: None
ABSENT: None
DRAFTED: 6-13-95
Bradberry, GieQuinto

DATED: 6-13-95
Sandra E. Kennedy
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-15-95 on the 13th day of June, 1995

ATTEST

Sandra E. Kennedy
City Clerk

Don J. Schmidt
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of June, 1995, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
City Clerk

Approved and signed by me this 14th day of June, 1995, at the hour of 1:00 o'clock P.M., E.S.T.

Paul Heintke Mayor
I, the Clerk of the City of Fort Wayne, Indiana do hereby certify that the above and foregoing is a full, true and complete copy of General Ordinance No. G-15-95 passed by the Common Council on the 13th day of June, 1995, and that said Ordinance was duly signed and approved by the Mayor on the 14th day of June, 1995, and now remains on file and on record in my office.

WITNESS my hand, and the official seal of the City of Fort Wayne, Indiana, this 14th day of June, 1995.
Sandra E. Kennedy
CITY CLERK

(Governmental Unit)

ALLEN

County, Indiana

To:

The News-Sentinel

Dr.

P.O. Box 100

Fort Wayne, IN

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

1599 1 1599
4 lines, columns wide equals equivalent lines 791.53
at cents per line \$

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

1.00

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

792.53

TOTAL AMOUNT OF CLAIM

\$

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Angelynn Marsden

JUNE 29

95

Date: , 19

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

ATTACH COPY
OF ADVERTISEMENT
HERE

Personally appeared before me, a notary public in and for said county and state, the undersigned _____ who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for _____ time _____, the dates of publication being as follows:
6-22-29-1995

Angelynn Marsden

29th JUNE 95

Subscribed and sworn to before me this _____ day of _____, 19 _____.

Mary L Adkison

MARY L ADKISON, Notary Public
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

My commission expires:

MY COMMISSION EXP JUNE 14, 1997

FW COMMON COUNCIL
(Governmental Unit)

To: The News-Sentinel Dr.
P.O. Box 100
Fort Wayne, IN

ALLEN County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines _____

Head -- number of lines _____

Body -- number of lines _____

Tail -- number of lines _____

Total number of lines in notice _____

COMPUTATION OF CHARGES

33 lines, 1 columns wide equals 33 equivalent lines
at .33 cents per line

\$ 10.89

Additional charge for notices containing rule or tabular work
(50 percent of above amount) _____

Charge for extra proofs of publication (\$1.00 for each proof in excess of two) _____

1.00

TOTAL AMOUNT OF CLAIM

\$ 11.89

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions 1

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: APRIL 15, 19 95

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned JULIE L ROHYANS who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter

attached hereto is a true copy, which was duly published in said paper for 1 time _____, the dates of publication being as follows:

4-15-95

Subscribed and sworn to before me this 15th day of APRIL, 19 95

MARY L ADKISON Notary Public
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

My commission expires:

MY COMMISSION EXP JUNE 14, 1997

FORT WAYNE COMMON COUNCIL
NOTICE OF A PUBLIC HEARING
BILL NO. 0-95-04-02 (AS AMENDED)
NOTICE IS HEREBY GIVEN THAT THE FORT WAYNE COMMON COUNCIL of the City of Fort Wayne, Indiana, will conduct a public hearing on Tuesday, April 25, 1995, at 5:30 P.M. in the Common Council Chambers Room 126, City-County Building, One Main Street, Fort Wayne, Indiana, concerning the following:
AN ORDINANCE AMENDING CHAPTER 111 "CABLE COMMUNICATIONS SYSTEM" BY DELETING THE ENTIRE CHAPTER'S CONTENTS AND REPLACING WITH "CABLE TELEVISION REGULATIONS".
The public is invited to appear before Common Council and express their views.
FORT WAYNE COMMON COUNCIL
SANDRA E. KENNEDY
CITY CLERK
"REASONABLE ACCOMMODATIONS" FOR PERSONS WITH A KNOWN DISABLING CONDITION WILL BE CONSIDERED IN ACCORDANCE WITH THE STATE AND FEDERAL LAW. ANY PERSON NEEDING A "REASONABLE ACCOMMODATION" SHOULD NOTIFY PUBLIC INFORMATION OFFICE (219) 427-1120, TTY (219) 427-1200, AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE MEETING.
SANDRA E. KENNEDY
CITY CLERK
#831201
4-15-95

FW COMMON COUNCIL

(Governmental Unit)

To:

The Journal-Gazette

Dr.

P.O. Box 100

Fort Wayne, IN

ALLEN

County, Indiana

PUBLISHER'S CLAIM**LINE COUNT**

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
 -- number of equivalent lines _____

Head -- number of lines _____

Body -- number of lines _____

Tail -- number of lines _____

Total number of lines in notice _____

COMPUTATION OF CHARGES33 lines, 1 columns wide equals 33 equivalent linesat .33 cents per line\$ 10.89

Additional charge for notices containing rule or tabular work
 (50 percent of above amount) _____

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

1.00**TOTAL AMOUNT OF CLAIM**\$ 11.89**DATA FOR COMPUTING COST**Width of single column 12.5 emsNumber of insertions 1Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: APRIL 15, 19 95

Title:

Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned JULIE L RONYANS who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time _____, the dates of publication being as follows:

4-15-95Subscribed and sworn to before me this 15th day of APRIL, 19 95

Notary Public

MARY L ADKISON

NOTARY PUBLIC STATE OF INDIANA

ALLEN COUNTY

MY COMMISSION EXP JUNE 14, 1997

My commission expires:

FORT WAYNE COMMON COUNCIL
 NOTICE OF A PUBLIC HEARING
 BILL NO. G-95-04-02 (AS AMENDED)
 NOTICE IS HEREBY GIVEN THAT THE FORT WAYNE COMMON COUNCIL of the City of Fort Wayne, Indiana, will conduct a public hearing on Tuesday, April 25, 1995, at 5:30 P.M. in the Common Council Chambers Room 125, City-County Building, One Main Street, Fort Wayne, Indiana, concerning the following:
 AN ORDINANCE AMENDING CHAPTER 111 "CABLE COMMUNICATIONS SYSTEM" BY DELETING THE ENTIRE CHAPTER'S CONTENTS AND REPLACING WITH "CABLE TELEVISION REGULATIONS".
 The public is invited to appear before Common Council and express their views.
 FORT WAYNE COMMON COUNCIL
 SANDRA E. KENNEDY
 CITY CLERK
 "REASONABLE ACCOMMODATIONS" FOR PERSONS WITH A KNOWN DISABLING CONDITION WILL BE CONSIDERED IN ACCORDANCE WITH THE STATE AND FEDERAL LAW. ANY PERSON NEEDING A "REASONABLE ACCOMMODATION" SHOULD NOTIFY PUBLIC INFORMATION OFFICE (219) 427-1120, TTY (219) 427-1200, AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE MEETING.
 SANDRA E. KENNEDY
 CITY CLERK
 #631201